

1           24.9 Further Disputes

2           The Parties agree that any Disputes which arise during the Term out of a  
3           settlement agreement or arbitrator's determination shall be resolved exclusively by the  
4           procedures set forth in this Section 24.

5

6           SECTION 25 CONFIDENTIALITY; PUBLIC DISCLOSURE OF INFORMATION

7           PSA shall keep confidential those matters which are exempt from public  
8           disclosure under the Act, other applicable Laws, and this Section.

9           25.1 Nondisclosure of Exempt Public Records

10           PSA acknowledges that certain FGI Documents may be exempt from public  
11           disclosure under RCW Chapter 42.17, RCW Chapter 19.108 or other applicable law. Section  
12           119 of the Act provides that PSA may refuse to disclose financial information on FGI, the Team,  
13           concessionaires and sublessees. In addition, Section 120(1)(jj) of the Act provides that financial  
14           and commercial information requested by PSA from any Person that leases or uses the Project is  
15           exempt from public inspection and copying.

16           25.1.1 Before providing PSA with any documents or other materials or  
17           information of its own or of any other Person ("FGI Documents"), FGI shall determine based on  
18           the good faith advice of its legal counsel whether FGI believes particular FGI Documents are  
19           exempt or are permitted to be exempt from public disclosure ("Exempt Information"). FGI shall  
20           endeavor to mark Exempt Information as "confidential" or with another mark of similar import  
21           before transmitting Exempt Information to PSA.

22           25.1.2 PSA and its PSA Related Parties and their respective agents, contractors  
23           and consultants shall refuse to disclose Exempt Information to any person, agency, or entity other  
24           than its board members, employees, agents, or consultants without the prior consent of FGI and  
25           shall at all times maintain the confidentiality of Exempt Information. PSA shall inform each of  
26           its board members, employees, agents, and consultants of the existence of this Agreement and  
27           shall require them to comply fully with its provisions prior to disclosing to any such board  
28           member, employee, agent, or consultant any Exempt Information. FGI shall not unreasonably  
29           withhold its consent to a PSA request to disclose Exempt Information, and FGI shall base its  
30           decision with respect to consent on the good faith advice of its legal counsel.

1                   25.1.3 Except for the information provided by FGI pursuant to Section 8.9,  
 2 financial and commercial information provided to PSA by FGI and any user of the Project is  
 3 exempt from public inspection and copying, and PSA shall enforce such exemption.

4                   25.2 Public Disclosure Requests

5                   If any FGI Documents become the subject of a request for public disclosure, PSA  
 6 shall promptly notify FGI of such request and how PSA intends to respond with respect to  
 7 particular FGI Documents. Unless compelled by law or consented to by FGI, PSA shall not  
 8 disclose any FGI Documents until ten (10) Business Days after the date PSA notifies FGI of the  
 9 disclosure request. During that time, FGI may determine (based on the good faith advice of  
 10 FGI's legal counsel) whether FGI believes any of the FGI Documents requested are Exempt  
 11 Information (in addition to FGI Documents previously determined to be Exempt Information).  
 12 PSA shall not disclose Exempt Information, and FGI shall defend, indemnify and hold harmless  
 13 PSA from all damages, penalties, attorneys fees and costs PSA actually incurs related to denying  
 14 the request for public disclosure of Exempt Information.

15                   25.2.1 Remedies

16                   FGI is entitled to seek injunctive relief to prevent PSA from disclosing  
 17 Exempt Information, but shall not be entitled to damages.

18                   25.2.2 Disclosure of Non-Exempt Information Expressly Permitted

19                   Nothing in this Agreement is intended, nor shall it be construed, to prevent  
 20 PSA from disclosing information that State law requires PSA to disclose, that is required to be  
 21 disclosed by a court or other public authority or agency, that was public at the time it was  
 22 furnished to PSA, or that became public through any means other than the act of PSA or its board  
 23 members, employees, agents, or consultants.

24                   25.3 Ownership of FGI Documents

25                   Except to the extent, if any, that FGI Documents and any copies thereof made by  
 26 or for PSA are "public records" subject to applicable document retention requirements under  
 27 State law, all such documents shall be and remain the sole and exclusive property of PSA. At the  
 28 end of any applicable records retention period, upon the request of FGI, PSA shall, to the extent  
 29 permitted by law and at FGI's expense, return or destroy (at FGI's option) all FGI Documents

1 and any copies of those FGI Documents in PSA's possession, except for copies of FGI  
 2 Documents that would be reasonably necessary for PSA to use if the Term ended.

3           25.4 PSA Use of FGI Documents

4           Nothing in this Agreement is intended to prohibit PSA from excerpting Exempt  
 5 Information from FGI Documents to develop its own documents analyzing particular issues;  
 6 provided however, that such PSA documents shall not identify FGI as the source of particular  
 7 Exempt Information without FGI's prior consent, and the particular Exempt Information shall  
 8 not be identified in any such PSA documents as relating to FGI.

9           25.5 Document Designation

10           The fact that an FGI Document is not marked as "confidential" or with other  
 11 words of similar import shall not relieve any Party of their obligations hereunder.

12           25.6 Term

13           For valuable consideration, including the execution of this Agreement, the  
 14 provisions of this Section 25 shall be retroactive to January 30, 1998, and shall continue through  
 15 the Term.

16

17           SECTION 26 GENERAL PROVISIONS

18           26.1 Overriding Legal Requirements

19           It is the intention of the Parties that this Lease be fully consistent with and, to the  
 20 extent applicable, give effect to the Act. Anything herein seemingly inconsistent with the Act  
 21 shall be interpreted in a manner which is consistent with the Act, and which most closely gives  
 22 effect to the provisions of this Lease.

23           26.2 Compliance With Law: No Discrimination

24           FGI shall at all times conduct its activities with respect to the Project in  
 25 compliance with all applicable Laws, including Laws with respect to discrimination; and FGI  
 26 shall include this covenant in every agreement or contract with any Person used by FGI in its  
 27 activities with respect to the Project. FGI may challenge the interpretation or application of any  
 28 Laws, so long as such contest is in good faith and does not jeopardize PSA's interest in the  
 29 Project, and so long as FGI indemnifies PSA from any cost, loss, or liability on account of the  
 30 contest.

1           26.3 EstoppeL Certificates

2           Each Party shall at any reasonable time, and from time to time, within ten (10)  
 3   Business Days after written request by the other Party, execute, acknowledge and deliver to the  
 4   requesting Party or to any assignee or subtenant designated by the requesting Party, a certificate  
 5   stating that (a) this Lease is in full force and effect and has not been modified, supplemented or  
 6   amended in any way, or if there have been modifications, this Lease is in full force and effect as  
 7   modified, identifying such modification agreement; and if this Lease is not in force and effect,  
 8   the certificate shall so state; (b) the dates on which the term of this Lease commenced;  
 9   (c) whether all conditions under this Lease to be performed by a designated Party, to the  
 10   knowledge of the other Party, have been satisfied and, as of the date of such certificate, whether  
 11   there are any existing defenses or offsets which one Party has against the enforcement of this  
 12   Lease by another Party, or, if such conditions have not been satisfied or if there are any defenses  
 13   or offsets, the certificate shall so state. The party to whom any such certificate shall be issued  
 14   may rely on the matters therein set forth and thereafter the Party issuing the same shall be  
 15   estopped from denying the veracity or accuracy of the same.

16           26.4 Indexing

17           "Indexed" means adjusting a dollar value by the percentage change in the Index  
 18   from the December 31 immediately preceding a "reference date" to the December 31  
 19   immediately preceding the Lease Year in which the "adjustment date" occurs. Unless another  
 20   reference date is identified when the term "Indexed" is used (e.g., "Indexed as of the  
 21   Commencement Date"), the reference date is the Completion Date. Unless another "adjustment  
 22   date" is indicated, adjustment dates are anniversaries of the reference date. Unless another period  
 23   is identified when the term "Indexed" is used (e.g., "Indexed every five (5) years"), the dollar  
 24   value is Indexed annually. "Index" means the Consumer Price Index for All Urban Consumers  
 25   (CPI-U), Seattle-Tacoma, All Items (1982-1984=100) issued by the Bureau of Labor Statistics of  
 26   the United States Department of Labor. If the CPI-U ceases to use the 1982-1984 average  
 27   equaling 100 as the basis of calculation, or if a change is made in the term or number of items  
 28   contained in the CPI-U, or the CPI-U is altered, modified, converted or revised in any other way,  
 29   then the determination of the CPI Change shall be made with the use of such conversion factor,  
 30   formula or table for converting such index as may be published by the Bureau of Labor Statistics.

1     If the CPI-U is no longer published by the Bureau of Labor Statistics, than any substitute or  
 2     successor index published by said Bureau or other governmental agency of the United States will  
 3     be used, as shall be agreed upon by FGI and PSA and, if agreement cannot be reached the matter  
 4     shall be subject to Dispute Resolution.

5            26.5 Good Faith Consideration

6            Whenever PSA is permitted the opportunity to review and comment under this  
 7     Lease, FGI shall give its good faith consideration to PSA's comments, although it shall not be  
 8     otherwise obligated with respect to such comments.

9            26.6 No Partnership

10           Nothing in this Lease or in any instrument relating to this Lease shall be construed  
 11     as creating a partnership or joint venture between PSA and FGI, or cause PSA to be responsible  
 12     in any way for debts or obligations of FGI or any other Party.

13           26.7 Time of the Essence

14           Time is of the essence of this Lease and of each and every term, covenant,  
 15     agreement, condition and provision of this Lease.

16           26.8 Captions

17           The captions of this Lease and the table of contents preceding this Lease are for  
 18     convenience and reference only, and are not a part of this Lease, and in no way amplify, define,  
 19     limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

20           26.9 Meaning of Terms

21           Words of any gender in this Lease shall be held to include any other gender and  
 22     words in the singular number shall be held to include the plural when the sense requires.

23           26.10 Lease Construed as a Whole

24           The language in all parts of this Lease shall in all cases be construed as a whole  
 25     according to its fair meaning and neither strictly for nor against PSA or FGI.

26           26.11 Waivers

27           No waiver made by any Party with respect to the performance, or manner or time  
 28     thereof, of any obligation of any other Party or any condition of a Party's own obligation under  
 29     this Lease shall be considered a waiver of any rights of the other Party or condition of such other  
 30     Party's obligation beyond those expressly waived and to the extent thereof, or a waiver in any

1 respect in regard to any other rights of the Party making the waiver or any other obligations of  
 2 the Party. No waiver by any Party of any provision of this Lease or any breach thereof, shall be  
 3 of any force and effect unless in writing; and no such waiver shall be construed to be a  
 4 continuing waiver.

5           26.12 Severability

6           If any provision of this Lease or the application thereof to any person or  
 7 circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the  
 8 application of that provision to persons or circumstances other than those as to which it is invalid  
 9 or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid  
 10 and be enforced to the fullest extent permitted by law.

11           26.13 Survival

12           Each provision of this Lease, the full performance of which is not required prior  
 13 to the expiration of the Term hereof or its earlier termination shall survive expiration or earlier  
 14 termination, and be fully enforceable thereafter, including, without limitation, all indemnity  
 15 obligation hereunder.

16           26.14 Memorandum of Lease

17           The Parties shall execute and acknowledge a Memorandum of this Lease in the  
 18 form attached as Exhibit 26.14 for public recordation purposes, so that public notice of the Term  
 19 of the Lease be given. However, this Lease shall not be recorded.

20           26.15 Amendment

21           This Lease may be amended only in writing, signed by both PSA and FGI.

22           26.16 Commissions

23           PSA and FGI shall defend, indemnify and hold harmless the other from any and  
 24 all claims or demands, requests by real estate brokers, agents or finders with whom such  
 25 indemnifying Party may have dealt in connection with this Lease.

26           26.17 Notices

27           A notice or communication under this Lease by a Party to the other Party shall be  
 28 in writing and sufficiently given upon personal delivery or upon sending of a confirmed facsimile  
 29 copy (either by automatic electronic confirmation or by declaration of the sender) directed to the  
 30 Fax Number of the Party set forth below, or if dispatched by registered or certified mail, postage

1 prepaid, return receipt requested or by a delivery service or "overnight delivery" service that  
 2 provides a written confirmation of delivery, and addressed to a Party as follows:

3

4                   If to PSA:                   WASHINGTON STATE PUBLIC STADIUM  
 5   AUTHORITY  
 6   401 Second Avenue South, Suite 520  
 7   Seattle, WA 98104  
 8   Attn: Mr. Phillip K. Kushlan  
 9   Fax No.: 206-205-8604  
 10   Confirmation No.: 206-205-8600

11                   with a copy to:           BALL JANIK LLP  
 12   101 SW Main Street, Suite 1100  
 13   Portland, OR 97204  
 14   Attn: Stephen T. Janik  
 15   Fax No.: 503-295-1058  
 16   Confirmation No.: 503-228-2525

17                   If to FGI:                   FIRST & GOAL INC.  
 18   110 - 110th Ave. N.E., Suite 550  
 19   Bellevue, WA 98004  
 20   Attn: Robert J. Whitsitt, President  
 21   Fax No.: 425-453-1985  
 22   Confirmation No.: 425-453-1940

23                   with a copy to:           FIRST & GOAL INC.  
 24   110 - 110th Ave. N.E., Suite 550  
 25   Bellevue, WA 98004  
 26   Attn: Mr. Richard E. Leigh, Jr.  
 27   Vice President and General Counsel  
 28   Fax No.: 425-453-1985  
 29   Confirmation No.: 425-453-1940

30                   and:                           Foster Pepper & Shefelman PLLC  
 31   1111 Third Avenue, Suite 3400  
 32   Seattle, Washington 98101  
 33   Attn: Allen D. Israel  
 34   Fax No.: 206-447-9700  
 35   Confirmation No.: 206-447-4400

36                   Each Party may by notice to all other Parties, specify a different address or Fax or  
 37   Confirmation number for subsequent notice purposes. Notice shall be deemed effective on the  
 38   date of actual receipt or three days after the date of mailing, whichever is earlier.

1                   26.18 Consents and Approvals

2                   Whenever the consent, approval, authorization or similar response of a Party is  
 3    required, or whenever a Party has the right to approve or give its consent, unless a different  
 4    standard is explicitly stated, that Party's consent, approval, authorization or similar response  
 5    shall neither be unreasonably withheld, conditioned nor delayed. Any refusal to consent,  
 6    disapproval or similar negative response by that Party shall be in writing and must include a  
 7    detailed explanation for the refusal to consent, disapproval or similar negative response. Unless  
 8    a different standard is explicitly stated, if the Party makes no response within a definite time  
 9    period provided for response, an affirmative response (i.e. consent, approval, authorization or  
 10   similar affirmative response) shall be deemed. The statement of a definite period for giving a  
 11   response shall entitle the responding Party to give its response at any time within such period;  
 12   provided, however, that neither Party shall purposefully delay considering or giving any  
 13   requested response, and each Party will proceed in good faith to give such response in a timely  
 14   manner.

15                   26.19 Incorporation of Exhibits by Reference

16                   The Exhibits to this Lease are incorporated by reference as part of this Lease as  
 17    though set forth in full in this Lease.

18                   26.20 Non-Waiver of Government Rights

19                   By entering into this Lease and the Related Agreements, PSA is specifically not  
 20    obligating any other governmental agency with respect to any discretionary or regulatory action  
 21    relating to operation of the Project. By entering into this Lease and the Related Agreements,  
 22    PSA is binding itself to the covenants in this Lease and the Related Agreements and such other  
 23    covenants as may be implied from this Lease and the Related Agreements, but PSA is not  
 24    otherwise limiting its governmental authority under the Act; provided PSA shall not exercise its  
 25    governmental authority (as opposed to its contractual authority under this Lease or any Related  
 26    Agreement which is not considered PSA's "governmental" authority for purposes of this Section)  
 27    so as to impose any economic or operational burdens or impacts on FGI or the Project, either  
 28    directly or indirectly, not provided in this Lease or the Related Agreements.

1           26.21 Exclusive Remedies

2           The rights and remedies expressly set forth in this Lease shall be deemed  
 3    exclusive, except where otherwise indicated.

4           26.22 No Third-Party Beneficiaries

5           The Parties intend that the rights, obligations and covenants in this Lease shall be  
 6    exclusively enforceable by the Parties. Except as expressly provided herein, there are no third-  
 7    party beneficiaries to this Lease.

8           26.23 Further Actions

9           At the request of either Party, the other Party shall, without further consideration,  
 10   promptly execute and deliver such other instruments and take such further actions as may be  
 11   necessary or appropriate to confer upon the requesting Party the benefits contemplated by this  
 12   Lease, and which are not contrary to the provisions of this Lease.

13          26.24 Attorneys' Fees

14          In the event a suit, action, Dispute Resolution, or other proceeding of any nature  
 15   whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is  
 16   instituted, or the services of an attorney are retained, to interpret or enforce any provision of this  
 17   Lease or with respect to any dispute relating to this Lease, the prevailing or non-defaulting Party  
 18   shall be entitled to recover from the losing or defaulting Party its attorneys', paralegals',  
 19   accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and  
 20   reasonably necessary in connection therewith. In the event of suit, action, Dispute Resolution, or  
 21   other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include  
 22   fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts  
 23   provided by law. In any suit, action, Dispute Resolution, or other proceeding in which FGI is the  
 24   substantially prevailing party, then PSA's attorneys', paralegals', accountants', and other experts'  
 25   fees and all other fees, costs, and expenses actually incurred, and the amount, if any, which PSA  
 26   must pay toward FGI's attorneys', paralegals', accountants', and other experts' fees and all other  
 27   fees, costs, and expenses actually incurred, shall not be considered Reasonable PSA Operating  
 28   Expenses and if PSA is the substantially prevailing party then the unrecovered amounts of PSA  
 29   costs as set forth above shall be Reasonable PSA Operating Expenses.

1                   26.25 Interest

2                   Whenever any sums are due and payable, from one Party to another Party under  
 3    this Lease they shall bear interest from the date originally due until paid in full at the Prime Rate  
 4    plus four percentage points ("Default Interest"), if it is determined as a result of Dispute  
 5    Resolution, that the Party failing to make the payment when due did not have a good faith and  
 6    reasonable basis not to make the payment when due. If it is determined, as a result of Dispute  
 7    Resolution, that the Party failing to make the payment when due did have a good faith and  
 8    reasonable basis not to make the payment when due, such sums shall bear interest from the date  
 9    due until paid in full at the Prime Rate plus two percentage Points ("Economic Interest"). The  
 10   "Prime Rate" shall mean the prime rate of interest as quoted from time-to-time in The Wall  
 11   Street Journal, or any successor publication. In no event shall the interest rate exceed the highest  
 12   rate of interest that may be charged under applicable law.

13                   26.26 Conflict of Interest

14                   No member, director, officer, or employee of PSA shall have any personal  
 15    interest, direct or indirect, in this Lease, nor shall any such member, director, officer, or  
 16    employee participate in any decision relating to this Lease which affects his/her personal interest  
 17    or the interest of any Person in which he/she is, directly or indirectly, interested.

18                   26.27 No PSA Personal Liability

19                   No member, director, officer, or employee of PSA shall be personally liable to  
 20    FGI or any successor in interest to FGI in the event of any default or breach by PSA or for any  
 21    amount which may become due to FGI or such successor with respect to any obligations under  
 22    the terms of this Lease.

23                   26.28 Governing Law

24                   This Lease shall be construed according to and governed by the laws of the State  
 25    of Washington.

26                   26.29 Reference Date of Lease

27                   For reference purposes, the date of this Lease shall be the date on the first page,  
 28    irrespective of the date PSA or FGI actually executes this Lease.

1           26.30 Entire Agreement

2           This Lease and the Related Agreements constitute the entire agreement between  
3           the Parties as of the date of execution of this Lease. No prior agreements or understanding  
4           pertaining to the same shall be valid or of any force or effect and the covenants and agreements  
5           of this Lease shall not be altered, modified or added to except in writing signed by PSA and FGL.

6           IN WITNESS WHEREOF, this Lease has been executed by the Parties as of the  
7           dates set forth below.

8  
9           PSA:

WASHINGTON STATE PUBLIC STADIUM

AUTHORITY, *a public corporation of the State of*  
Washington

12  
13           By: Lorraine Hine

14           Lorraine Hine, Chair of the Board

15           FGI:

16           FIRST & GOAL INC., a Washington corporation

17           By: Robert J. Whitsitt

18           Robert J. Whitsitt, President

1 STATE OF WASHINGTON )  
 2 ) ss.  
 3 COUNTY OF KING )  
 4  
 5

6 I certify that I know or have satisfactory evidence that **LORRAINE HINE** is the person  
 7 who appeared before me, and said person acknowledged that said person signed this instrument,  
 8 on oath stated that said person was authorized to execute the instrument and acknowledged it as  
 9 the Chair of the Board of the **WASHINGTON STATE PUBLIC STADIUM AUTHORITY**, a  
 10 public corporation of the State of Washington, to be the free and voluntary act of such  
 11 corporation for the uses and purposes mentioned in the instrument.  
 12

13  
 14 Dated this 24<sup>th</sup> day of November, 1998.  
 15  
 16



Allen D. Israel

(Signature of Notary)  
**ALLEN D. ISRAEL**

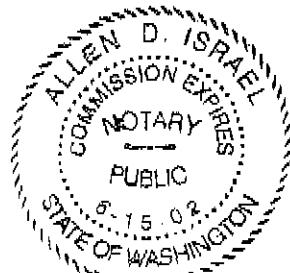
(Legibly Print or Stamp Name of Notary)  
 Notary public in and for the State of Washington,  
 residing at Seattle

My appointment expires 6/15/07

26 STATE OF WASHINGTON )  
 27 ) ss.  
 28 COUNTY OF KING )  
 29  
 30

31 I certify that I know or have satisfactory evidence that **ROBERT J. WHITSITT** is the  
 32 person who appeared before me, and said person acknowledged that said person signed this  
 33 instrument, on oath stated that said person was authorized to execute the instrument and  
 34 acknowledged it as the President of **FIRST & GOAL INC.**, a Washington corporation, to be the  
 35 free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.  
 36

37 Dated this 24<sup>th</sup> day of November, 1998.  
 38



Allen D. Israel

(Signature of Notary)  
**ALLEN D. ISRAEL**

(Legibly Print or Stamp Name of Notary)  
 Notary public in and for the State of Washington,  
 residing at Seattle

My appointment expires 6/15/07

**MASTER LEASE  
EXHIBIT A**

**PROJECT SITE DESCRIPTION**

THE "PROJECT SITE" CONSISTS OF: All of Lots 1 through 35, inclusive, of Block 325 and that portion of Lots 1 through 35, inclusive, of Block 285 of the Seattle Tide Lands as shown on the official maps of the Seattle Tide Lands in volume 2, pages 29, 30, 31 and 32 in King County, Washington, and vacated 3rd Avenue South, per City of Seattle Ordinance No. 10552, described as follows:

Beginning at the Southwest corner of said Block 325, said corner being the intersection of the North margin of South Connecticut Street with the East margin of Occidental Avenue South;

Thence north along said East margin of Occidental Avenue South and West boundary of said Block 325 a distance of 2060.28 feet to the Northwest corner of said Block 325, said corner being the intersection of the East margin of Occidental Avenue South with the South margin of South King Street;

Thence South 89°54'20" East along said South margin of South King Street and North boundary of said Blocks 325 and 285 a distance of 673.47 feet;

Thence South 0°05'40" West a distance of 60.00 feet;

Thence South 89°54'20" East a distance of 112.18 feet;

Thence South 1°06'04" West a distance of 1192.89 feet;

Thence South 10°36'22" West a distance of 820.21 feet to an intersection with the North margin of South Connecticut Street and the South boundary of said Block 285;

Thence South 89°59'21" West along said North margin of South Connecticut Street and the South boundary of said Blocks 285 and 325 a distance of 611.66 feet TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING PROPERTY (the "North Half Lot"):

That portion of Lots 1 through 5, of Block 325, and that portion of Lots 1 through 5, of Block 285 of the Seattle Tide Lands, and vacated 3rd Avenue South, per City of Seattle Ordinance No. 10552, all in the Northwest 1/4 of Section 5, Township 24 North, Range 4 East, West Meridian, King County Washington, described as follows:

Beginning at the Northwest corner of said Block 325, said corner being the intersection of the East margin of Occidental Avenue South with the South margin of South King Street, thence South 88°46'43" East along said south margin of South King Street and the North boundary of said Blocks 325 and 285, a distance of 673.45 feet; thence South 1°11'39" West 60.00 feet; thence South 88°48'21" East 112.18 feet; thence South 2°12'15" West 181.02 feet to a line 30.00 feet South of and parallel to the centerline of the proposed Weller Street Pedestrian overpass; thence North 88°44'49" West along said

parallel line 782.19 feet to said East margin of Occidental Street; thence North 1°08'01" East along said margin 240.51 feet to THE POINT OF BEGINNING.

THE PROJECT SITE ALSO INCLUDES: all rights of use and other rights of the Washington State Public Stadium Authority ("PSA") with respect to the Project Site and the North Half Lot, as set forth in the certain Agreement and Letter of Intent dated June 25, 1998 among King County, Washington, the City of Seattle, the Washington State Public Stadium Authority, First & Goal Inc., Football Northwest Inc. and the Washington State Department of Transportation, (the "1998 Letter of Intent"); that certain Agreement, Stadium and Exhibition Center, Property Contributions and Reservation of Possessory Rights between King County, Washington and the Washington State Public Stadium Authority dated as of September 30, 1998 (the "Property Contribution Agreement"); and the Special Use Permit described in the Property Contribution Agreement. If the North Half Lot is acquired by the PSA pursuant to Section 5.3 of the Property Contribution Agreement or otherwise, the North Half Lot shall, upon such acquisition, become part of the Project Site and subject to the Master Lease.

**MASTER LEASE**  
**EXHIBIT 1**

**DEFINED TERMS**

The following defined terms have the following defined meanings when used in this Master Lease Agreement. Some definitions are taken from the Development Agreement or Stadium Use Agreement.

Defined terms may be used together, and when so used will have the combined meaning of the two defined terms.

| TERM                                     | FIRST USED | DEFINED               |
|--|------------|-----------------------|
| 1998 Letter of Intent                    | 3.3        | Development Agreement |
| AAA                                      | 24.4       | 24.4                  |
| Act                                      | Recital A  | Recital A             |
| actual Reasonable PSA Operating Expenses | 5.1.3.4    | 5.1.3.4               |
| adjustment date                          | 26.2       | 26.2                  |
| Admissions Tax                           | 18         | 18                    |
| Affected Area                            | 8.8.1      | 8.8.1                 |
| Affiliate                                | 6.1.1.2    |                       |
| affordable price                         | 8.1.2.1    | 8.1.2.1               |
| Affordable Priced Seats                  | 8.1.2.1    | 8.1.2.1               |
| Aggregate Adjustment Amount              | 8.1.2.3    | 8.1.2.3               |
| Agreement of Event Scheduling Principles | 8.2.2      | 8.2.2                 |
| Allen                                    | Recital H  | Recital H             |
| Allen Ownership Group                    | 21.8.1.1   | 21.8.1                |
| Annual Loan Debt Service                 | 5.1.3.1    | 5.1.3.1               |
| Annual Maintenance Plan                  | 11.1.3     | 11.1.3                |
| Annual Review                            | 8.2.3      | 8.2.3                 |
| average                                  | 8.1.2.1    | 8.1.2.1               |
| Backup marketing expenses                | 4.2.1      | Trade meaning         |
| Basic Rent                               | 5.1.2.1    | 5.1.2.1               |
| Bonds                                    | 14.1.2     | Development Agreement |
| booking policies                         | 6.1.4      | 6.1.4                 |
| bunker suite                             | 8.1.3      | 8.1.3                 |
| Business Days                            | 5.1.3.4    | Development Agreement |
| Capital Improvements Account             | 6.1.1.3    | 11.7                  |
| Cash Reserve                             | 5.7.1.1    | 5.7.1.1               |
| Change of Control of FNW                 | 21.8.1     | 21.8.1                |
| Change of Control of Other Tenant        | 21.8.2     | 21.8.2                |
| Club Seat                                | 8.1.3      | Stadium Use Agreement |
| Collective Bargaining Agreement          | 8.7        | Common meaning        |
| Commencement Date                        | 3.1        | 3.1                   |
| Comparable Exhibition Facilities         | 7.2.1      | 11.1.2.1              |
| Comparable Facilities                    | 11.1.2.1   | 11.1.2.1              |

|                                  |              |                         |
|----------------------------------|--------------|-------------------------|
| Comparable Parking Facilities    | 7.2.1        | 11.1.2.1                |
| Comparable Stadium Facilities    | 11.1.2.1     | 11.1.2.1                |
| Completion Date                  | 3.1          | 3.1                     |
| Completion Term                  | 4            | 4.3.1                   |
| Control                          | 21.8         | 21.8                    |
| Damages                          | 15.1         | 15.1                    |
| de facto naming right            | 17.1.2       | 17.1.2                  |
| Default Interest                 | 26.17        | 26.17                   |
| design development               | 11.9.1       | Trade meaning           |
| Development Agreement            | Recital C    | Recital C               |
| Development Areas                | 5.1.3.1      | Development Agreement   |
| Dispute                          | 24.1         | 24.1                    |
| Dispute Notice                   | 24.2         | 24.2                    |
| Dispute Resolution               | 5.1.3.4      | 24.1                    |
| Economic Interest                | 22.6         | 26.17                   |
| Equitable Proceeding             | 24.7         | 24.7                    |
| Event of Default                 | 4.2.1        | 22.1                    |
| Exempt Information               | 25.1.1       | 25.1.1                  |
| Exhibition Center                | 6.1.3        | Development Agreement   |
| Exhibition Hall                  | Recital C    | Recital C               |
| Exhibition Hall Events           | 6.1.1.2      | 6.1.1.4                 |
| Exhibition Hall Expenses         | 6.1.1.3      | 6.1.1.3                 |
| Exhibition Hall Naming Rights    | 6.1.1.2      | 17.1.1.3                |
| Exhibition Hall Naming Rights    | 17.1.1.3     | 17.1.1.3                |
| Exhibition Hall Net Profits      | 6.1.1.1      | 6.1.1.1                 |
| Exhibition Hall Parking Expenses | 6.1.1.6      | 6.1.1.6                 |
| Exhibition Hall Parking Revenue  | 6.1.1.2      | 6.1.1.5                 |
| Exhibition Hall Revenues         | 6.1.1.2      | 6.1.1.2                 |
| Extension Period                 | 4            | 4.2                     |
| Fax Number                       | 26.14        | 26.14                   |
| FGI                              | Introduction | Introduction            |
| FGI Contribution                 | 14.1.2       | Development Agreement   |
| FGI Documents                    | 25.1         | 25.1.1                  |
| FGI's Personal Property          | 23.1         | 23.1                    |
| first reasonable opportunity     | 8.1.2.3      | 8.1.2.3                 |
| First-Class Condition            | 11.1.2.1     | 11.1.2.1                |
| First-Class Manner               | 7.2.1        | 7.2.1                   |
| Five-Year Plan                   | 11.1.4       | 11.1.4                  |
| flat shows                       | 6.1.1.4      | Common meaning          |
| FNW                              | Recital H    | Recital H               |
| Force Majeure                    | 12.1.5       | Follows in this Exhibit |
| GAAP                             | 6.1.5        | 6.1.5                   |
| Governmental Authority           | 6.1.1.2      | Follows in this Exhibit |
| Hazardous Substances             | 7.3.1        | Development Agreement   |
| Home Game                        | 8.1.2.1      | Stadium Use Agreement   |
| Impositions                      | 6.1.1.3      | Follows in this Exhibit |

|                                  |           |                         |
|----------------------------------|-----------|-------------------------|
| Indemnified Party                | 15.3      | 15.3                    |
| Indemnifying Party               | 15.3      | 15.3                    |
| Indexed                          | 5.1.1     | 26.2                    |
| Initial Term                     | 4         | 4.1                     |
| Institution                      | 13.8.1    | Follows in this Exhibit |
| Insurance                        | 6.1.1.3   | 13                      |
| internally generated financing   | 11.1.2.2  | 11.1.2.2                |
| IP Rights                        | 17.1      | 17.1                    |
| L/C Reserve                      | 5.7.1.1   | 5.7.1.1                 |
| Laws                             | 5.1.3.1   | Development Agreement   |
| League                           | 8.1.1     | Stadium Use Agreement   |
| Lease                            | Recital I | Recital I               |
| Lease Year                       | 4.1       | 4.1                     |
| lottery basis                    | 8.1.3     | Common meaning          |
| Lottery Promotion obligation     | 8.4.4     | Development Agreement   |
| lowest ticket prices             | 8.1.2.1   | 8.1.2.1                 |
| Maintenance                      | 6.1.1.3   | 11.1.1                  |
| Major Maintenance                | 11.1.1    | 11.3.1                  |
| Management Company               | 21.3.4.2  | 21.3.7                  |
| Mariners                         | 8.2.1     | 8.2.1                   |
| Master Lease Guaranty            | 2.2       | Development Agreement   |
| Master Use Permit                | 8.8.2     | 8.8.2                   |
| MBE                              | 8.6       | 8.6                     |
| Memorandum of Lease              | 26.11     | Exhibit 25.10           |
| Modernization                    | 6.1.1.3   | 11.4                    |
| Modernization Improvements       | 11.1.2.2  | 11.4.1                  |
| Modernization Plan               | 11.4.2    | 11.4.2                  |
| naming rights                    | 17.1      | Trade Meaning           |
| Naming Rights Account            | 6.1.1.3   | 11.6                    |
| Neighboring communities          | 8.12      | 8.12                    |
| NFL Season                       | 8.1.2.2   | Stadium Use Agreement   |
| Nondisturbance                   | 21.2.2    | 21.2.4                  |
| Normal Maintenance               | 11.1.1    | 11.2.1                  |
| North Parking Lot                | 3.3       | Development Agreement   |
| occurrence basis                 | 13.3.6    | Trade meaning           |
| Operating Reserve                | 5.7.1.1   | 5.7.1.1                 |
| Other Improvements               | Recital C | Recital C               |
| Other Transferee                 | 21.8.2    | 21.8.2                  |
| Other Transferee Affiliate       | 21.8.2.1  | 21.8.2.1                |
| Parking Facilities Naming Rights | 6.1.1.2   | 17.1.1.4                |
| Parking Facility                 | Recital C | Recital C               |
| Parking Facility Naming Rights   | 17.1.1.5  | 17.1.1.5                |
| Parking Tax                      | 18        | 18                      |
| Partial Taking                   | 14.3      | 14.3                    |
| Parties                          | 4.1       | Development Agreement   |
| Percentage Rent                  | 6.1.2     | 6.1.2                   |

|                                    |              |                                    |
|------------------------------------|--------------|------------------------------------|
| Permitted Exceptions               | 20.1.2       | Exhibit 20.1.2                     |
| Person                             | 2.2          | Development Agreement              |
| Personal Property                  | 3.4          | 3.4                                |
| PDF                                | 8.2.1        | 8.2.1                              |
| Phase I                            | 3.1          | Development Agreement              |
| Phase I Parcel                     | 3.1          | Exhibit 3.1, Development Agreement |
| Phase II                           | 3.1          | Development Agreement              |
| Playoff Home Games                 | 8.1.1        | Stadium Use Agreement              |
| Premises                           | 2            | 3.1; 3.2                           |
| Prime Rate                         | 26.17        | 26.17                              |
| Project                            | Recital F    | Recital F                          |
| Project Art                        | 8.14.1       | 8.14.1                             |
| Project Art Fund                   | 8.14.1       | 8.14.1                             |
| Project Art Selection Committee    | 8.14.2       |                                    |
| Project Art Spaces                 | 8.14.2       | 8.14.2                             |
| Project Element                    | Recital E    | Recital E                          |
| Project Improvements               | Recital E    | Recital E                          |
| Project Labor Agreement            | 8.7          | Development Agreement              |
| Project Naming Rights              | 17.1.1.1     | 17.1.1.1                           |
| Project Site                       | Recital B    | Recital B                          |
| Property Contribution Agreement    | 3.3          | Development Agreement              |
| PSA                                | Introduction | Introduction                       |
| PSA Advisory Committee             | 17.4.4       | Development Agreement              |
| PSA Office Space                   | 3.5.3        | 8.11.1                             |
| PSA Possession Date                | 21.2.1       | 21.2.1                             |
| PSA's Board Meetings               | 8.11.5       | 8.11.5                             |
| PSLs                               | 2.1          | Development Agreement              |
| public area                        | 8.11.1       | 8.11.1, Act                        |
| public or entertainment areas      | 10.2.5       | Act                                |
| public records                     | 25.3         | Common meaning                     |
| punch list                         | 11.9.3       | Trade meaning                      |
| Qualified Sublease                 | 21.1         | 21.2.1                             |
| Ratable proportion of PSL Proceeds | 14.1.2       | 14.1.2                             |
| Reasonable Efforts                 | 4.4          | Development Agreement              |
| reasonable expenses                | 22.4.3       | 22.4.3                             |
| Reasonable PSA Operating Expenses  | 4.2.1        | 5.1.3.1                            |
| reasonable rental value            | 22.4.2       | 22.4.2                             |
| reference date                     | 26.2         | 26.2                               |
| Regular Season Home Games          | 8.1.1        | Stadium Use Agreement              |
| Related Agreements                 | 15.2         | Development Agreement              |
| Related Person                     | 7.3.3        | Development Agreement              |
| Rent                               | 4.2.2        | 5.1                                |
| Rent Letter of Credit              | 21.5.1       | 21.5.1                             |
| Reserve Letter of Credit           | 5.7.3.1      | 5.7.3.1                            |
| Restoration                        | 12.1         | 12.1                               |

|   |           |                         |
|---|-----------|-------------------------|
| Restoration Proceeds                      | 12.1.4    | 12.1.4                  |
| Seattle metropolitan area                 | 8.7       | Common meaning          |
| sight draft                               | 5.7.3.1   | Trade meaning           |
| Special Naming Rights                     | 17.1.1    | 17.1.1                  |
| Special Naming Rights Agreement           | 17.4.2    | 17.4.2                  |
| Stadium                                   | Recital C | Recital C               |
| Stadium                                   | 6.1.1.4   | Development Agreement   |
| Stadium Mitigation Report and Plan        | 8.8.2     | 8.8.2                   |
| Stadium Naming Rights                     | 17.1.1.2  | 17.1.1.2                |
| Substantial Completion                    | 3.1       | Development Agreement   |
| Substantial Taking                        | 14.2      | 14.2                    |
| Sufficient Experience                     | 21.3.4.2  | 21.3.4.2                |
| Suite                                     | 8.1.3     | Stadium Use Agreement   |
| Suite Lottery                             | 8.1.3     | 8.1.3                   |
| Suite Lottery Program                     | 8.1.3     | 8.1.3                   |
| Swing Space                               | Recital D | Recital D               |
| Tax Collection and Disbursement Agreement | 18        | 18                      |
| Team                                      | Recital H | Recital H               |
| team affiliate                            | Recital H | Act                     |
| Temporary Taking                          | 14.6      | 14.6                    |
| Term                                      | 3.2       | 4                       |
| Total Taking                              | 14.1      | 14.1                    |
| Transfer                                  | 21.3.1    | 21.7                    |
| Transferee                                | 21.3.1    | 21.3.1                  |
| Trustee of Insurance                      | 12.1.2    | 13.8.1                  |
| turn-key                                  | Recital G | Trade meaning           |
| Utilities                                 | 6.1.1.3   | Follows in this Exhibit |
| WBE                                       | 8.6       | 8.6                     |

**Force Majeure.** "Force Majeure" means any matter beyond the reasonable control of a party (financial inability excepted), including, without limitation, weather, strikes, labor unrest, labor disputes, lockouts, picketing, labor shortages, failure of Utilities, materials shortages, transportation shortages, energy shortages, governmental action or inaction, rationing, inability to obtain permits or third-party approvals, war, acts of terrorism, acts of vandalism, civil commotion, insurrection, riots, local or national emergency, acts of God, natural disasters, or fire or other casualty.

**Governmental Authority.** "Governmental Authority" means any federal, state, regional, local or municipal government, corporation, department, agency, district, court, tribunal, or other instrumentality having jurisdiction over the matter(s) in question.

**Impositions.** "Impositions" means all taxes, including without limitation admissions taxes, parking taxes, sales taxes, gross receipts taxes, compensating or other retail excise taxes, special and general assessments, use and occupancy taxes, rent taxes, possessory interest taxes, excises, levies, license and sales and permit fees and taxes of general application and all other charges of

general application which shall during the Term of the Lease be assessed, levied, charged, confirmed or imposed by any Governmental Authority, or which accrue or become due or payable on account of or become a lien on or against the Premises or Project Improvements or any portion thereof, or any interest in the Premises.

Institution. "Institution" shall mean a bank, insurance company, pension fund, major financial institution, or other entity actively engaged in a business related to the business for which "Institution" is contemplated by the particular context of this Lease, with total assets of at least \$100,000,000, Indexed.

Utilities. "Utilities" means all services and utilities delivered to, provided for, or consumed on the Premises, including, without limitation, such services as janitorial and garbage pick-up, and such utilities as gas, water, sewer, storm water drainage, electricity, cable, microwave, television, and telecommunications services.

MASTER LEASE  
EXHIBIT 3.1  
PHASE I PARCEL DESCRIPTION

**General description of Phase I of the Project Site (not an official legal description):**

That portion of the Project Site (described in Exhibit A) lying south of the following described line:

Beginning at a point on the eastern margin of Occidental Street, located 780 feet north of the northeast intersection of S. Royal Brougham Way and Occidental Ave. So.; thence easterly to a point that intersects a line that is an arc which is concentric with the existing Kingdome building and which runs 20 feet south of the existing Kingdome Gate "A"; thence leaving such concentric arc and running easterly to the ending point located on the easterly margin of a roadway known as "Street of Dreams" which ending point is located on a line that runs 740 feet north from the northerly margin of S. Royal Brougham Way.

**MASTER LEASE  
EXHIBIT 4.1**

**CONFIRMATION OF COMMENCEMENT DATE AND COMPLETION DATE**

**CONFIRMATION OF COMMENCEMENT DATE**

Pursuant to Section 4.1 of the Master Lease dated November 24, 1998, between PSA and FGI ("Master Lease"), the parties hereby confirm that:

The Commencement Date as defined in the Master Lease is

October 28, 1999

Dated: October 29, 1999

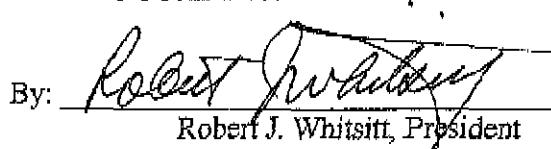
WASHINGTON STATE PUBLIC STADIUM  
AUTHORITY

By:

  
Ann M. Kawasaki, Executive Director

FIRST & GOAL INC.

By:

  
Robert J. Whitsitt, President



PUBLIC STADIUM MISC

9.00

19991102000895  
PAGE 002 OF 002  
11/02/1999 12:31  
KING COUNTY, WA

## RETURN ADDRESS

After recording return to:  
 Robin Wohlhuter  
 Public Stadium Authority  
 401 2<sup>nd</sup> Avenue South, Suite 520  
 Seattle, WA 98104



19991102000895  
 PAGE 001 OF 002  
 11/02/1999 12:31  
 KING COUNTY, WA

PUBLIC STADIUM MISC 0.00

Please print neatly or type information  
 Document Title(s)

Confirmation of Commencement Date - Phase I

## Reference Numbers(s) of related documents

Additional Reference #'s on page \_\_\_\_\_

## Grantor(s) (Last, First and Middle Initial)

Washington State Public Stadium Authority

Additional grantors on page \_\_\_\_\_

## Grantee(s) (Last, First and Middle Initial)

Wirt & Gable Inc.

Additional grantees on page \_\_\_\_\_

## Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Additional legal is on page \_\_\_\_\_

## Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

200208070019  
**NOTICE OF CONFIRMATION OF COMPLETION DATE**

This Notice of Confirmation is executed by WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a Washington public corporation ("PSA") and FIRST & GOAL INC., a Washington Corporation ("FGI").

This relates to Section 4.1 of the Master Lease dated November 24, 1998, between PSA and FGI ("Master Lease"), a Memorandum of which is recorded in King County, Washington on May 22, 2000 as Document Number 20000522000751. The parties hereby confirm that:

1. The Completion Date as used in the Master Lease is June 27, 2002.

Dated this 26th of July, 2002.

PSA:

WASHINGTON STATE PUBLIC STADIUM AUTHORITY

By:   
Ann M. Kawasaki

FGI:

FIRST & GOAL INC.

By:   
Robert J. Whitsitt, President

[ACKNOWLEDGEMENTS FOLLOW]

LL 014-007  
F829  
D 134925

## Return Address:

Seahawks Stadium & Event Center  
360 Occidental Av S #700  
Seattle WA 98134



20020807001911

WA STATE PUBLIC RECORDS  
PAGE 001 OF 003  
08/07/2002 12:08  
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Notice of Confirmation of Completion Date  
3. \_\_\_\_\_ 4. \_\_\_\_\_

## Reference Number(s) of Documents assigned or released:

Additional reference #'s on page \_\_\_\_\_ of document

20000522000751

## Grantor(s) (Last name, first name, initials)

1. Public Stadium Authority  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

## Grantee(s) (Last name first, then first name and initials)

1. First 2001 Inc.  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

## Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number

 Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

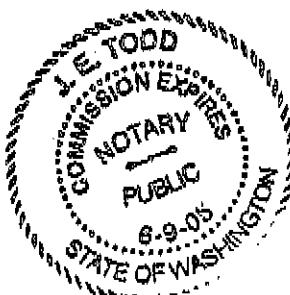
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

STATE OF WASHINGTON )  
                          )  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that ANN M. KAWASAKI is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a Washington public corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 26<sup>th</sup> day of JULY, 2002.



J. E. Todd  
(Signature of Notary)

J. E. Todd  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at Bothell, WA

My appointment expires 6/19/05

STATE OF WASHINGTON )  
                          )  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that ROBERT J. WHITSITT is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of the FIRST & GOAL INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 31<sup>st</sup> day of JULY, 2002.

KIM LINDBECK  
(Signature of Notary)

KIM LINDBECK  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at EDMONDS, WA

My appointment expires 3/15/04

**MASTER LEASE**  
**EXHIBIT 6.2**  
**POSSIBLE FUTURE PROJECT ACTIVITIES**

**NOTHING HEREIN SHALL BE CONSTRUED AS ENTITLING FGI TO USE THE PREMISES  
 OTHER THAN IN ACCORDANCE WITH SECTION 7.1.**

|   |   |
|---|---|
| Adult Shows   | Commercial Equipment Shows (e.g. office equipment)  |
| Advertising and Sponsorship   | Commercial Seminars (e.g. self-improvement such as Anthony Robbins)                                       |
| Aircraft Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc. (e.g., lighter than air, heavier than air, powered, unpowered, current, futuristic, vintage, etc.)                     | Competitions (e.g. Band/ Cheerleader/ Dance/ Food (e.g. Chili Cook Off)/ Chess/ Athletic/ Academic/ etc.) |
| Antique/ Collectibles Fairs/ Events or Activities   | Computers and Technology Events or Activities   |
| Arcades/ Games/ Gaming  | Concerts  |
| Art Events or Activities/ Demonstrations/ Shows/ Sales/ Auctions/ etc.  | Concessions/ Catering/ Novelties/ Visitor Services  |
| Arts, Crafts and/or Hobby Events or Activities/ Demonstrations/ Shows/ Sales/ Auctions/ etc.  | Conventions   |
| Automobile and /or Vehicle (e.g. motorcycles, off-road, tractor, powered, un-powered) Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc. (e.g. current, futuristic, vintage, etc.) | Corporate and Business Meetings (e.g. annual meetings)/ Parties/ Events or Activities                     |
| Bartering, Exchanging or Trading Events or Activities   | Demonstrations  |
| Bazaars (Holiday etc.)  | Direct Marketing Events or Activities (e.g. Amway, Herbalife)   |
| Beer, Wine and/or Food Events or Activities / Festivals/ etc.   | Disabled/Special Needs Persons Events or Activities   |
| Bicycle and other Human Powered and Unpowered Vehicle Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc.   | Distribution  |
| Boat and other Watercraft Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc. (e.g., motor powered, sail, unpowered, current, futuristic, vintage, etc.)                            | "Double Dare" type Events or Activities   |
| Bridal or Wedding Shows/ Events or Activities   | Educational Events or Activities  |
| "Bumbershoot" type Events or Activities   | Emergency Events or Activities / Training/ Housing/ Medical/ Detention/ etc.                              |
| Carnivals   | Entertainment Events or Activities  |
| Charity Events or Activities/ Runs/ Walks/ Auctions/ Rallies/ etc.  | Exhibitions   |
| Children Shows/ Events or Activities  | "Extreme Sports" Events or Activities   |
| Circuses  | Fairs   |
| Civic Events or Activities  | Family Shows/ Events or Activities  |
| Classes   | Farmers Markets   |
| Combination Events or Activities  | Fashion Shows/ Events or Activities   |
| Commercial Events or Activities   | Festivals (e.g. Ethnic/ Food (e.g. Bite of Seattle)/ Music (e.g. Bumbershoot)/ etc.)                      |
|   | Film, Video, and Photography Events or Activities   |
|   | Fireworks Shows   |
|   | Flea Markets  |
|   | Frisbee/ Frisbee Golf/ etc. Tournaments/ Events or Activities   |
|   | Games and Related Events or Activities  |
|   | Gatherings: (e.g. Million Man March, Promise Keepers)   |
|   | Goodwill Games  |

|   |   |
|---|---|
| Government Events or Activities   | Pet, Livestock and other animal Shows/ Events or Activities   |
| "Haunted House" type Events or Activities   | Plant Shows/ Events or Activities   |
| Highland Games/ Events or Activities  | Police Station  |
| Holiday Events or Activities/ Festivals/ Shows/ etc., (e.g. New Years, New Millennium, Fourth of July, Christmas, Easter, etc.)                     | Political Conventions/ Events or Activities   |
| Home/ Yard/ Garden Shows/ Events or Activities  | Polo  |
| "Hoop it Up" type Events or Activities  | Pope/ President/ Dignitary/ Celebrity Events or Activities  |
| Hot Air Balloon Events or Activities  | Private Events or Activities  |
| Hot Rod Car Shows/ Events or Activities   | Public Events or Activities   |
| Industry Events or Activities/ Games/ etc., (e.g. log rolling, bus rodeo)   | Public Service Events or Activities   |
| Junior Olympics   | Rallies   |
| Labor/ Union Events or Activities   | Races   |
| Laser Shows   | Recreational Equipment Shows/ Events or Activities  |
| Laser Tag   | Recreational Vehicle Shows/ Events or Activities  |
| Manufacturing/ Assembly   | Religious Events or Activities / Revivals/ Services/ Prayer Meetings/ Convocations/ etc.  |
| Martial Arts Competitions/ Events or Activities   | Religious Group or Organization Events or Activities / etc.   |
| Mazes   | Retail Sales/ Showroom  |
| Meetings  | Retreats  |
| Meets   | Rifle/ Gun/ Weapons/ Ammo Shows/ Sales/ Events or Activities/ etc.  |
| Model and/or Hobby Shows/ Demonstrations/ Competitions/ Sales (e.g. aircraft, trains boats, cars)   | Rock Climbing and related Events or Activities  |
| Motivational Speakers   | Rodeo   |
| Motorcycle/ Bicycle / Motocross Competitions/ Events or Activities  | Runs  |
| Movic Theater   | Sales   |
| Museums   | Science or Scientific Fairs/ Events or Activities   |
| Music Events or Activities/ Performances/ Festivals (e.g. Bumbershoot/ Jazz/ "Lillith Fair"/ "Lollapalooza"/ Blues/ etc.)/ Concerts/ Recitals/ etc. | "Saturday Market" type Events or Activities   |
| "Major League Baseball Experience" type Events or Activities  | Scouting/Campfire/and Other Youth Group Events or Activities  |
| "Major Soccer League Experience" type Events or Activities  | "Seafair" Events or Activities  |
| Neighborhood Events or Activities   | "Seahawk Experience" type Events or Activities  |
| Noncommercial Seminars  | Seasonal Events or Activities (e.g. Octoberfest/ Spring Time Celebration)   |
| Nonprofit Events or Activities  | Seminars  |
| "NFL Experience" type Events or Activities t Office   | Shakespearean type Festivals/ Events or Activities  |
| Olympic Games Events or Activities  | Shows   |
| Outdoor/ Sportsman Shows/ Events or Activities  | Skating Events or Activities (including in-line and skateboards)  |
| Paintball   | Ski Jump Events or Activities   |
| Parachuting/ Air Sports Events or Activities  | Ski Shows/ Events or Activities   |
| Parades   | Social Events or Activities   |
| Parties and Celebrations e.g. Weddings, Bar Mitzvahs, Confirmations, Birthdays, New Years, Millennium, etc.   | Special Interest Group Events or Activities   |
| Patriotic Events or Activities  | Special Olympics Events or Activities   |
| Performance Theater   | Speeches  |
|   | Sports and/or Athletic Events or Activities, including without limitation school, college, amateur, semi-pro, professional, seniors, international, disabled, and charitable events |

or activities and activities, including without limitation competitions, tryouts, training, practices and exhibition, regular season, preliminary, qualifying, post-season, championship, tournament, and "all-star" games for any sport, including without limitation: football, soccer, tennis, softball, baseball, lacrosse, track and field, gymnastics, field hockey, bicycle, rugby, fencing, Olympic-type events or activities, decathlon, triathlon, biathlon, fencing, shooting, boxing, wrestling, archery, golf, cricket, croquet, lawn bowling, ice and roller/in-line skating, skateboard, ice skating, swimming, diving, skiing, etc.; and including without limitation any organizational, promotional, ceremonial, celebratory, historical, fan participation, fan recognition, community outreach, or other or similar type event ancillary or otherwise related to any such sporting or athletic events or activities (or series or season of such Events or Activities) or to any player or coach or other participant, team, league or other organization involved in such events or activities.

Superbowl and Related Events or Activities

Swap Meets

Television Shows (e.g. Wheel of Fortune)

Theater

Theme Park

Tournaments

Tractor Pulls

Trade Shows/ Events or Activities

Training

Virtual Reality/Holograms

Walks

Warehouse

Water Park

Wholesale Sales/ Showroom

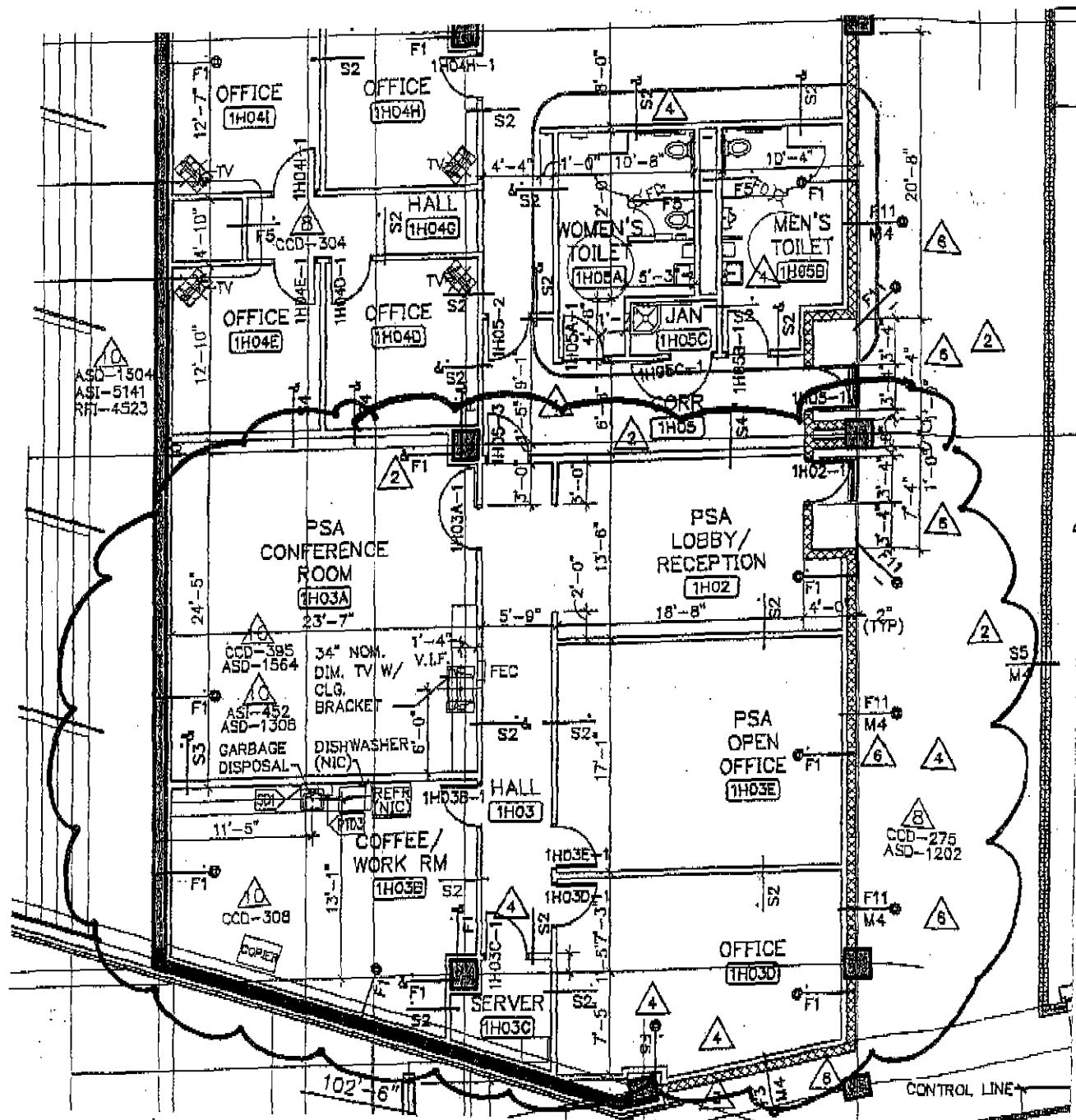
World Championships and Preliminaries

World Cup Soccer

World Masters Games

**MASTER LEASE  
EXHIBIT 8.11**

**FORM OF CONFIRMATION OF PSA OFFICE SPACE DESIGNATION  
ARCHITECT OF RECORD DRAWING  
A111 H - PSA OFFICES**





**U.S. EXHIBIT HALLS & TOTAL SQUARE FEET  
OF CURRENT EXHIBIT SPACE\***

|   |  |   |
|---|--|---|
| 1. McCormick Place<br>Chicago, IL<br>2,200,000  | 11. Cobo Conference/<br>Exhibition Center<br>Detroit, MI<br>800,000                      | 21. New Atlantic City Convention<br>Center<br>Atlantic City, NJ<br>500,000                          |
| 2. Las Vegas Convention Center<br>Las Vegas, NV<br>1,300,000                                      | 12. Jacob K. Javits Convention<br>Center of New York<br>New York City, NY<br>760,000     | 22. Kansas City Convention<br>Center (includes H. Roe Bartle<br>Hall)<br>Kansas City, MO<br>498,600 |
| 3. Georgia World Congress<br>Center<br>Atlanta, GA<br>1,180,000                                   | 13. Anaheim Convention Center<br>Anaheim, CA<br>720,000                                  | 23. George R. Brown Convention<br>Center<br>Houston, TX<br>451,500                                  |
| 4. Astrodome U*S*A (includes)<br>Astrohall, Astroarena,<br>Astrodome)<br>Houston, TX<br>1,130,000 | 14. Ernest N. Morial<br>Convention Center – New<br>Orleans<br>New Orleans, LA<br>700,000 | 24. Tulsa Exposition Center<br>Tulsa, OK<br>448,000   |
| 5. Orange County Convention<br>Center<br>Orlando, FL<br>1,103,538                                 | 15. National Western Complex<br>Denver, CO<br>601,500                                    | 25. Moscone Convention Center<br>San Francisco, CA<br>442,000                                       |
| 6. Kentucky Exposition Center<br>Louisville, KY<br>1,068,050                                      | 16. Rosemount Convention<br>Center<br>Rosemount, IL<br>600,000                           | 26. Phoenix Civic Plaza<br>Phoenix, AZ<br>438,000   |
| 7. Sands Expo & Convention<br>Center<br>Las Vegas, NV<br>1,006,396                                | 17. San Diego Convention<br>Center<br>San Diego, CA<br>571,981                           | 27. Pennsylvania Convention<br>Center<br>Philadelphia, PA<br>435,000                                |
| 8. International Exposition (I-X)<br>Center<br>Cleveland, OH<br>902,000                           | 18. Indiana State Fairgrounds<br>Event Center<br>Indianapolis, IN<br>559,000             | 28. New Charlotte Convention<br>Center<br>Charlotte, NC<br>412,500                                  |
| 9. Los Angeles Convention &<br>Exhibition Center<br>Los Angeles, CA<br>865,000                    | 19. Miami Beach Convention<br>Center<br>Miami Beach, FL<br>502,717                       | 29. Cleveland Convention Center<br>Cleveland, OH<br>409,000   |
| 10. Convention Center<br>Dallas, TX<br>850,000  | 20. America's Center/Cervantes<br>Convention Center<br>St. Louis, MO<br>502,000          | 30. Long Beach Convention &<br>Entertainment Center<br>Long Beach, CA<br>390,382                    |

|   |  |  |
|---|--|--|
| 31. Washington Convention Center<br>Washington, D.C.<br>381,000         | 42. Colorado Convention Center of the Denver Convention Complex<br>Denver, CO<br>300,000                 | 52. Bayside Expo Center<br>Boston, MA<br>250,000                       |
| 32. Indiana Convention Center & RCA Dome<br>Indianapolis, IN<br>377,452 | 43. Cow Palace<br>San Francisco<br>300,000   | 53. Dane County Expo Center<br>Madison, WI<br>250,000                  |
| 33. Palmetto Expo Center<br>Greenville, SC<br>375,000                   | 44. Atlanta Market Center (Merchandise Mart, Apparel Mart, Gift Mart, INFORUM)<br>Atlanta, GA<br>296,000 | 54. San Mateo County Expo Center<br>San Mateo, CA<br>245,000           |
| 34. American Royal Center<br>Kansas City, MO<br>372,000                 | 45. Henry B. Gonzalez Convention Center<br>San Antonio, TX<br>291,600                                    | 55. Louisiana Superdome<br>New Orleans, LA<br>240,030                  |
| 35. Reno Convention Center<br>Reno, NV<br>370,000                       | 46. King County Stadium/"The Kingdome"<br>Seattle, WA<br>281,147   | 56. Dr. Albert B. Sabin Convention Center<br>Cincinnati, OH<br>240,000 |
| 36. Fairplex<br>Pomona, CA<br>348,920                                   | 47. CAL EXPO/California Exposition & State Fair<br>Sacramento, CA<br>263,600                             | 57. Tampa Convention Center<br>Tampa, FL<br>236,000                    |
| 37. Portland Metropolitan Exposition Center<br>Portland, OR<br>341,200  | 48. Fort Washington Expo Center<br>Fort Washington, PA<br>260,000  | 58. Charlotte Merchandise Mart<br>Charlotte, NC<br>224,000             |
| 38. Minneapolis Convention Center<br>Minneapolis, MN<br>319,000         | 49. Salt Palace Convention Center<br>Salt Lake City, UT<br>256,000                                       |  |
| 39. Eastern States Exposition<br>West Springfield, MA<br>317,000        | 50. Wisconsin Center<br>Milwaukee, WI<br>256,000   |  |
| 40. Greater Columbia Convention Center<br>Columbus, OH<br>306,000       | 51. Arizona State Fair Park &Exposition<br>Phoenix, AZ<br>255,880  |  |
| 41. Baltimore Convention Center<br>Baltimore, MD<br>300,000             |  |  |

Here is the Stadia information that you requested. Some do have names (naming rights), some do not.

NFL Stadia Opened Since 1996:

1. ALLTEL Stadium - Jacksonville Jaguars
2. Ericsson Stadium - Carolina Panthers
3. Jack Kent Cooke Stadium - Washington Redskins
4. Baltimore Ravens Stadium

NFL Stadia Proposed by 2006 (to date)

1. Tampa Bay Stadium - Tampa Bay Buccaneers
2. Tennessee Oilers Stadium
3. Cleveland Browns Stadium
4. Cincinnati Bengals Stadium
5. Detroit Lions Stadium
6. San Francisco 49ers Stadium (on hold)
7. Washington State Football/Soccer Stadium and Exhibition Center - Seattle Seahawks
8. Denver Broncos Stadium
9. Pittsburgh Steelers Stadium

MLB Stadia Opened Since 1996:

1. Turner Field - Atlanta Braves
2. BankOne Ballpark - Arizona Diamondbacks

MLB Stadia Proposed by 2006 (to date):

1. Miller Field - Milwaukee Brewers
2. Safeco Field - Seattle Mariners
3. Houston Astros Stadium
4. Detroit Tigers Stadium
5. Minnesota Twins Ballpark (on hold)
6. New York Mets Ballpark
7. Cincinnati Reds Ballpark

## Free-Standing Parking Garages

| Garage                            | Location           | Owner/Operator        | Stalls       |
|-----------------------------------|--------------------|-----------------------|--------------|
| 6th & Cherry Garage               | 6th & Cherry       | Republic Parking      | 770          |
| Post Office                       | 4th & Lander       | Post Office           | 980          |
| "Sinking Ship"                    | 2nd & Yesler       | AMPCO                 | 250          |
| King County Administration Garage | 5th & Jefferson    | King County           | 740          |
| Bon Marche Garage                 | 3rd & Stewart      | Bon Marche            | 840          |
| Market & Western Garage           | Western & Virginia | Pike Place Market PDA | 530          |
| Seattle Central Community College | Bolyston & Pine    | SCCC                  | 527          |
| Swedish Hospital                  | Boren & James      | Swedish Hospital      | 110          |
| Seattle University                | Broadway & Marion  | Swedish Hospital      | 100 (approx) |
| Providence Hospital               | 15th & Jefferson   | Providence Hospital   | 724          |
| Mercer Garage                     | Mercer & 3rd       | Seattle Center        | 1500         |
| Key Arena Garage                  | Thomas & Warren    | Seattle Center        | 400-500      |

MASTER LEASE  
EXHIBIT 20.1.2

PERMITTED EXCEPTIONS

1. Reservation of Possessory Rights by King County, Washington as set forth in that certain Warranty Deed executed by King County, Washington, as grantor, in favor of the Washington State Public Stadium Authority, as grantee, dated \_\_\_\_\_, 1998 recorded with King County Records, No. \_\_\_\_\_ (to be recorded).
2. Assessment by Metro Tunnel filed February 13, 1991 with King County Records, No. 0440-766620-4876-09, provided that PSA shall be responsible for causing King County to pay all amounts owing as provided for in the Agreement and Letter of Intent referenced in Permitted Exception #21.
3. An unrecorded lease between King County, as lessor, and Donald B. Murphy Contractors, Inc. & Associated, a joint venture, as lessee, dated December 1, 1973 relating to the stadium energy plant, as disclosed by an assignment for security purposes recorded under Recording No. 7402150375, which lease was subsequently assigned to Citicorp, as lessee, as disclosed by Recording No. 8612120582, and a bill of sale conveying the stadium plant to The Bank of California, N.A., by assignment recorded under Recording No. 7402150374.
4. Financing Statement executed by King County, State of Washington Department of Stadium Administration ("King County"), as debtor, in favor of Citicorp Leasing, Inc. ("Citicorp") recorded on December 12, 1986 with King County Records, No. 8612120582, as continued by instruments recorded under Recording Nos. 9107030441, 9107250418 and 9609171167. PSA shall be responsible for causing King County to pay all amounts owing under such Financing Statement as provided for in the Agreement and Letter of Intent referenced in Permitted Exception #21 below.
5. Liability, if any, for the pro-rated portion of current year's general taxes for the Property which is currently being carried on the tax rolls as exempt from taxation.
6. Release of Damages executed by Northern Pacific Railway Company in favor of the City of Seattle in connection with the construction of a side sewer, dated April 23, 1949, recorded on April 29, 1949 with King County Records, No. 3897380.
7. Release of Damages executed by Northern Pacific Railway Company in favor of the City of Seattle in connection with the construction of a side sewer, dated April 26, 1964, recorded on May 3, 1964 with King County Records, No. 5874002.
8. Release of Damages executed by Great Northern Railway Co. in favor of the City of Seattle in connection with the construction of a side sewer dated October 11, 1967, recorded on November 15, 1967 with King County Records, No. 6265537.

9. Ordinance No. 98852 creating the Pioneer Square Historic District.
10. Easement for fire hydrants executed by King County, as grantor, in favor of the City of Seattle, as grantee, dated May 2, 1995, recorded May 2, 1995 with King County Records, No. 9505021077.
11. Easement for utilities, hot water flows and returns, air conditioning water flows and returns, 10,000 gallon underground fuel tank with supply and return lines recorded February 15, 1974 with King County Records, No. 7402150375.
12. Easement for one electric substation in favor of Burlington Northern Inc recorded March 8, 1979 with King County Records, No. 7903080743.
13. Easement for underground electric distribution facilities in favor of the City of Seattle recorded February 26, 1997 with King County Records, No. 9702261536.
14. City of Seattle Ordinance No. 118857 pertaining to amended land use and zoning affecting a westerly portion of the Project Site recorded with King County Records, No. 9801209276.
15. Covenants for off-site parking from Merrill Place LLC recorded June 16, 1998 with King County Records, No. 9806160880.
16. Covenants for off-site parking from Union Station Associates LLC recorded June 16, 1998 with King County Records, No. 9806160881.
17. Covenant for off-site parking from Union Station Associates LLC recorded June 16, 1998 with King County Records, No. 9806160882.
18. Covenant for off-site parking from Washington State Major League Baseball recorded June 18, 1998 with King County Records, No. 9806181828.
19. Covenant for off-site parking from Washington State Public Stadium Authority recorded July 20, 1998 with King County Records, No. 9807301034.
20. Covenant for geologic hazard area from King County recorded July 31, 1998 with King County Records, No. 9807311097.
21. Agreement and Letter of Intent among King County, Washington, City of Seattle, Washington State Public Stadium Authority, First & Goal Inc., Football Northwest Inc. and Washington State Department of Transportation dated June 25, 1998 and recorded with King County Records, No. 9807012001.
22. Agreement, Stadium and Exhibition Center Property Contributions and Reservation of Possessory Rights between King County, Washington and The Washington State Public Stadium Authority dated September 30, 1998 and recorded with King County Records, No. \_\_\_\_\_ (to be recorded).

Exhibit 20.1.2

Page 2

23. Existing utility and electrical power easements.
24. A prospective electrical power easement in favor of Seattle City Light for purposes of improving electrical services on and near the area of the current north lot of the Kingdome (to be recorded).
25. A prospective public and private transportation easement in favor of the County's Transportation Department ("Metro") as described in the Agreement and Letter of Intent referenced in Permitted Exception #21 (to be recorded).
26. A prospective easement in favor of the RTA in connection with a proposed Weller Street public access pedestrian bridge as such easement extends onto the Kingdome Parcel as described in the Agreement and Letter of Intent referenced in Permitted Exception #21 (to be recorded).



MASTER LEASE  
EXHIBIT 26.14

After Recording Return To:

Allen D. Israel  
Foster Pepper & Shefelman PLLC  
1111 Third Avenue, Suite 3400  
Seattle, Washington 98101

MEMORANDUM OF MASTER LEASE

**GRANTOR:** WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a Washington public corporation ("PSA")

**GRANTEE:** FIRST & GOAL INC., a Washington corporation ("FGI")

**PREMISES LEGAL DESCRIPTION:**

1. Abbreviated Form: Lots 1-35, Block 325 and Lots 1-35, Block 285, Seattle Tidelands
2. Additional legal description is on Exhibit A attached hereto.

**ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):**

Assessor's Property Tax Parcel Account Number(s) is(are) on Exhibit B attached hereto.

1. PSA has leased to FGI upon the terms and conditions of the Master Lease between the parties dated November 24, 1998 (the "Master Lease"), certain real property described in attached Exhibit A incorporated herein by reference (the "Premises"), together with certain improvement to be constructed thereon pursuant to a Development Agreement between the parties dated November 24, 1998 (the "Development Agreement").

2. The Master Lease shall be for an initial term commencing on the Commencement Date as defined therein and shall end on the last day of the thirtieth (30<sup>th</sup>) complete Lease Year following the Completion Date, as defined therein, plus one completion term of up to 12 months,



**20000522000750**

FIRST AMERICAN LE  
PAGE 001 OF 006  
05/22/2000 11:27  
KING COUNTY, WA

13.00

**AFTER RECORDING MAIL TO:**

Name Foster Pepper & Shefelman

Address 1111 Third Ave., Suite 3400

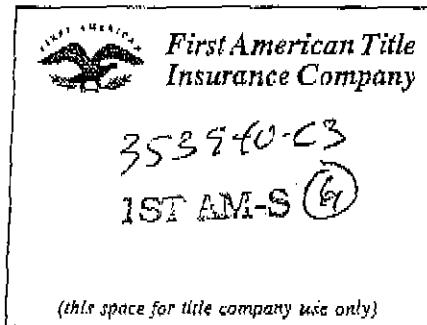
City/State Seattle, WA 98101

attn: Allen D. Israel

Document Title(s): (or transactions contained therein)

1. Memorandum of Master Lease
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:



Additional numbers on page \_\_\_\_\_ of document

Grantor(s): (Last name first, then first name and initials)

1. Washington State Public Stadium Authority
- 2.
- 3.
- 4.
5.  Additional names on page \_\_\_\_\_ of document

Grantee(s): (Last name first, then first name and initials)

1. First & Coal Inc.
- 2.
- 3.
- 4.
5.  Additional names on page \_\_\_\_\_ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Por. Blocks 285 & 325 Seattle Tidelands

Complete legal description is on page \_\_\_\_\_ of document

Assessor's Property Tax Parcel / Account Number(s):

766620-4876 & 766620-4880

WA-1

**NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.**

Filed for Record at Request of  
After Recording Return to:

Allen D. Israel  
Foster Pepper & Shefelman PLLC  
1111 Third Avenue, Suite 3400  
Seattle, Washington 98101

**MEMORANDUM OF MASTER LEASE**

0520000750  
Grantor: **WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a Washington public corporation ("PSA")**  
0520000751  
Grantee: **FIRST & GOAL INC., a Washington corporation ("FGI")**  
0520000752  
Legal: **POR. Block 285 & 325, SEATTLE TIDELANDS, additional legal description is on Exhibit A attached hereto**  
0520000753  
Tax Number: **POR. 76620-4876; and 766620-4880**

1. PSA has leased to FGI upon the terms and conditions of the Master Lease between the parties dated November 24, 1998 as amended by First Amendment to Master Lease dated July 22, 1999 (the "Master Lease"), certain real property described in attached Exhibit A incorporated herein by reference (the "Premises"), together with certain improvement to be constructed thereon pursuant to a Development Agreement between the parties dated November 24, 1998 as amended by First Amendment to Development Agreement dated November 1, 1999 (the "Development Agreement").

2. The Master Lease shall be for an initial term commencing on the Commencement Date as defined therein and shall end on the last day of the thirtieth (30<sup>th</sup>) complete Lease Year following the Completion Date, as defined therein, plus one completion term of up to 12 months, in accordance with the terms of the Master Lease. The term may be extended for up to three extension periods of ten (10) years each, plus one completion term of up to twelve months in accordance with the terms of the Master Lease. The Completion Date is expected to occur in late 2002.

3. If the North Half Lot, as defined in the Property Contribution Agreement which is described in the Development Agreement, is acquired by PSA, then upon such acquisition that property shall become part of the Premises and subject to the Master Lease and the modified description of the Premises shall be recorded as an amendment to this Memorandum.

Section 27 of the Development Agreement contemplates the possibility of further development of certain portions of the Premises. In such event, the Premises shall be appropriately modified, if required, and the modified description of the Premises shall be recorded as an amendment to this Memorandum.

5. In the event of a conflict between the provisions of this Memorandum and the Master Lease, the provisions of the Master Lease shall control.

Dated this \_\_\_\_ day of May 2000.

PSA:

WASHINGTON STATE PUBLIC STADIUM  
AUTHORITY

By: Frederick Mendoza  
Frederick Mendoza, Vice-Chair of the Board

FGI:

FIRST & GOAL INC.

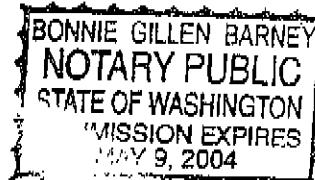
By: Robert L. Collier  
Robert L. Collier, Vice-President

[ACKNOWLEDGEMENTS FOLLOW]

STATE OF WASHINGTON )  
                         ) ss.  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that **FREDERICK MENDOZA** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice-Chair of the Board of the **WASHINGTON STATE PUBLIC STADIUM AUTHORITY**, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 15 day of May 2000.



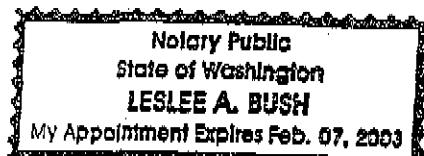
Bonnie Gillen Barney  
(Signature of Notary)  
Bonnie Gillen Barney  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at Kent

My appointment expires 5/9/04

STATE OF WASHINGTON )  
                         ) ss.  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that **ROBERT L. COLLIER** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice-President of **FIRST & GOAL INC.**, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 10<sup>th</sup> day of May 2000.



Leslee A. Bush  
(Signature of Notary)  
Leslee A. Bush  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at Bellevue

My appointment expires February 07, 2003

EXHIBIT A

## Legal Description

Lots 5 through 35, Block 285, Lots 5 through 35, Block 325, the Seattle Tide Lands as shown on the official maps of the Seattle Tide Lands in Volume 2, pages 29, 30, 31 and 32 in King County, Washington, and that portion of 3<sup>rd</sup> Avenue South, vacated per City of Seattle Ordinance No. 10552, conveyed to King County by Burlington Northern, Inc. by Warranty Deed recorded under King County Auditor's File No. 7112140537.

EXCEPT that portion of Lot 5 said Block 325, lying North of the adjusted line per City of Seattle Lot Boundary Adjustment Number 9806721.

And EXCEPT that portion of Lot 5 said Block 285 and said vacated 3<sup>rd</sup> Avenue South lying North of the adjusted line per City of Seattle Lot Boundary Adjustment Number 9806720.

And EXCEPT any portion of said Block 285 not conveyed to King County by said Warranty Deed recorded under King County Auditor's File No. 7112140537.

TOGETHER WITH an access and egress easement for vehicles and pedestrians of all types and kinds 90 feet in width (60 foot wide roadway plus sidewalks), *being a southerly extension of 2<sup>nd</sup> Ave.* So to the northerly boundary of Lot 5, Block 325 described above.

SUBJECT TO an easement by reservation for a portion of the footprint of the Weller Street pedestrian bridge touchdown together with related maintenance and access rights to and for the Weller Street pedestrian bridge on, over and through that portion of the following described property which is located within the unexcepted portions of Lot 5, Block 325 and vacated 3<sup>rd</sup> Avenue South described above:

A portion of the Southwest quarter of the Northwest quarter of Section 5, Township 24 North, Range 4 East, W.M.; King County, Washington being a portion of Block 285, Seattle Tidelands as recorded in Volume 2, pages 29 and 30 of Plats, Records of King County, Washington and also vacated 3<sup>rd</sup> Avenue South as vacated by City of Seattle Vacation Ordinance No. 10552. More particularly described as follows:

Commencing at the intersection of Occidental Avenue South and South King Street; thence South 89°53'29" East (Seattle Tidelands), 703.55 feet along the centerline of South King Street; thence South 00°06'31" West, 40.00 feet perpendicular to the centerline of South King Street to a point on the South margin of South King Street said point being described as 673.47 feet distant from the intersection of the East margin of Occidental Avenue South and the South margin of South King Street in a Warranty Deed filed under Auditor's File No. 7112140537 records of King County, Washington; thence continuing South 00°06'31" West, 60 feet along a property line per said Deed; thence South 89°53'29" East, 15.10 feet along a property line per said Deed; thence South 00°40'42" East, 100.10 feet; said point being the TRUE POINT OF

BEGINNING; thence South 88°53'57" East, 93.95 feet to a property line per said Deed; thence South 01°06'03" West, 110.00 feet along said property line; thence North 88°53'57" West, 102.55 feet; thence North 00°40'42" West, 110.06 feet; thence South 88°53'57" East, 11.41 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 10 foot wide water line easement by reservation across a portion of Lot 4, Block 285, Seattle Tidelands, located 5 feet on each side of the following described centerline:

Commencing at the intersection of Occidental Avenue South and South King Street; thence South 89°53'29" East (Seattle Tidelands), 703.55 feet along the centerline of South King Street; thence South 00°06'31" West, 40.00 feet perpendicular to the centerline of South King Street to a point on the South margin of South King Street said point being described as 673.47 feet distant from the intersection of the East margin of Occidental Avenue South and the South margin of South King Street in a Warranty Deed filed under Auditor's File No. 7112140537 records of King County, Washington; thence continuing South 00°06'31" West, 60 feet along a property line per said Deed; thence South 89°53'29" East, 15.10 feet along a property line per said Deed; thence South 00°40'42" East, 100.10 feet; thence South 88°53'57" West, 11.41 feet; thence South 00°40'42" West, 14.68; said point being the TRUE POINT OF BEGINNING; thence North 89°38'57" West 19.19 feet, more or less, to the existing 6 inch water line running approximately north and south, and the termination of the herein described centerline.

SUBJECT TO an easement by reservation for extensions of 2<sup>nd</sup> Ave. So. (approximately 90 feet), 3<sup>rd</sup> Ave. So. (approximately 72 feet), and South Lane St. (approximately 72 feet) for the purpose of providing bus ingress, egress and through travel for the benefit of King County's Transportation Department. Grantee has the right to establish the exact location of this reserved easement so long as its configuration provides reasonable bus ingress and egress and through travel to the Washington State Department of Transportation's adjacent multi-modal facility. Improvements for this reserved easement are subject to the provisions of Section 1.5.4 of the Property Contribution Agreement and Paragraph 12a, third bullet of Exhibit C thereto (Agreement and Letter of Intent) which Property Contribution Agreement is more particularly identified in Exhibit B to this Statutory Warranty Deed as Exception to Title No. 15. This reserved easement shall be extinguished upon dedication of the area comprising the reserved easement as a public street right of way meeting the same specifications as this easement reservation.



---

**FIRST AMENDMENT**  
to  
**MASTER LEASE**  
Dated November 24, 1998  
between  
**WASHINGTON STATE PUBLIC STADIUM AUTHORITY,**  
a public corporation of the State of Washington  
and  
**FIRST & GOAL INC.,**  
a Washington corporation  
Dated: July 22, 1999

---

## FIRST AMENDMENT TO MASTER LEASE

EFFECTIVE DATE: July , 1999

BETWEEN: **WASHINGTON STATE PUBLIC STADIUM AUTHORITY,**  
a Washington State public corporation  
401 Second Avenue South, Suite 520  
Seattle, WA 98104 **(“PSA”)**

AND: **FIRST & GOAL INC.**

a Washington corporation  
110-110th Avenue N.E., Suite 550  
Bellevue, WA 98004 ("FGI")

This is the First Amendment to the Master Lease dated November 24, 1998, between the parties hereto (the "Lease"). All defined terms used herein shall have the same meaning as in the Lease unless otherwise defined herein.

18        1.    Maintenance Plans. Sections 11.1.3 and 11.1.4 of the Lease are modified as  
19 follows. FGI shall submit to PSA the first Annual Maintenance Plan and the first Five-Year Plan  
20 for the Exhibition Center and Parking Facility after the RV show in March, 2000, but before June  
21 30, 2000. Subsequent Annual Maintenance Plans and updates of Five-Year Plans shall be  
22 submitted by FGI to PSA at least thirty (30) days prior to each Lease Year, except that FGI shall  
23 submit to PSA the first Annual Maintenance Plan and the first Five-Year Plan for the Stadium  
24 and Other Improvements on or before October 31, 2003. PSA shall have 60 days from FGI's  
25 submission to review and approve the first Annual Maintenance Plans for the Exhibition  
26 Center/Parking Facility and Stadium/Other Improvements, respectively. Subsequent Annual  
27 Maintenance Plans shall be subject to the thirty (30) day review and approval period provided in  
28 Section 11.1.3.

2. Other Terms Ratified.

All other terms and conditions of the Lease are hereby ratified and affirmed.

1

2 IN WITNESS WHEREOF, this First Amendment has been executed by the  
3 Parties as of the dates set forth below.

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

PSA: WASHINGTON STATE PUBLIC STADIUM  
AUTHORITY, a public corporation of the State of  
Washington

By: Lorraine Hine

Lorraine Hine, Chair of the Board

FGI: FIRST & GOAL INC., a Washington corporation

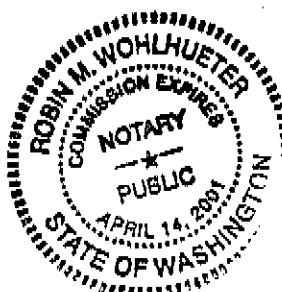
By: Robert J. Whitsitt

Robert J. Whitsitt, President

1 STATE OF WASHINGTON )  
 2 ) ss.  
 3 COUNTY OF KING )

4  
 5 I certify that I know or have satisfactory evidence that **LORRAINE HINE** is the person  
 6 who appeared before me, and said person acknowledged that said person signed this instrument,  
 7 on oath stated that said person was authorized to execute the instrument and acknowledged it as  
 8 the Chair of the Board of the **WASHINGTON STATE PUBLIC STADIUM AUTHORITY**, a  
 9 public corporation of the State of Washington, to be the free and voluntary act of such  
 10 corporation for the uses and purposes mentioned in the instrument.

11  
 12 Dated this 22 day of July, 1999.



13  
 14 Robin M. Wohlhuetter  
 15 (Signature of Notary)

16 (Legibly Print or Stamp Name of Notary)

17 Notary public in and for the State of Washington,  
 18 residing at King County

19 My appointment expires 4-14-01

20 STATE OF WASHINGTON )  
 21 ) ss.  
 22 COUNTY OF KING )

23 I certify that I know or have satisfactory evidence that **ROBERT J. WHITSITT** is the  
 24 person who appeared before me, and said person acknowledged that said person signed this  
 25 instrument, on oath stated that said person was authorized to execute the instrument and  
 26 acknowledged it as the President of **FIRST & GOAL INC.**, a Washington corporation, to be the  
 27 free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

28  
 29 Dated this 22 day of July, 1999.

30 Cynthia L. Kelley  
 31 (Signature of Notary)

32 Cynthia L. Kelley  
 33 (Legibly Print or Stamp Name of Notary)

34 Notary public in and for the State of Washington,  
 35 residing at Kirkland, WA

36 My appointment expires 9-28-01

---

SECOND AMENDMENT  
to  
MASTER LEASE  
Dated November 24, 1998  
between  
WASHINGTON STATE PUBLIC STADIUM AUTHORITY,  
a public corporation of the State of Washington  
and  
FIRST & GOAL INC.,  
a Washington corporation  
Dated: September 17, 1999

---

SECOND AMENDMENT TO MASTER LEASE

2  
3 EFFECTIVE DATE: September \_\_, 1999  
4

5 BETWEEN: WASHINGTON STATE PUBLIC STADIUM AUTHORITY,  
6 a Washington State public corporation  
7 401 Second Avenue South, Suite 520  
8 Seattle, WA 98104 ("PSA")  
9

10 AND: FIRST & GOAL INC.,  
11 a Washington corporation  
12 110-110th Avenue N.E., Suite 550  
13 Bellevue, WA 98004 ("FGI")  
14

15 This is the Second Amendment to the Master Lease dated November 24, 1998, between  
16 the parties hereto, as previously amended on July 22, 1999, (collectively, together with this  
17 Second Amendment, the "Lease"). All defined terms used herein shall have the same meaning as  
18 in the Lease unless otherwise defined herein. All references in other documents to the "Master  
19 Lease" shall be interpreted to mean the Lease as hereby amended, unless a different  
20 interpretation is compelled by the circumstances. All references to the "County Ordinance" shall  
21 be interpreted to mean King County Ordinance No. 1999-0366, as amended or superseded from  
22 time to time. All references to the "MOU" shall be interpreted to mean the Memorandum of  
23 Understanding Regarding Implementation of Various Aspects of Chapter 220, Laws of 1997,  
24 dated August 26, 1998 among the Office of Financial Management of the State of Washington,  
25 the Office of the State Treasurer of the State of Washington, and PSA, as amended on April 20  
26 and April 28, 1999.

27 1. Taxes and Ticket Surcharge. Section 18 of the Lease is hereby amended to read  
28 in its entirety as follows:

18.1 King County Taxes.

2 King County is authorized by RCW 36.38.010 to levy a tax of up to 10%  
 3 on tickets for admission to events at the Project (the "Admissions Tax"), and by RCW  
 4 36.38.040 to levy a tax of up to 10% on parking at the Project (the "Parking Tax"). FGI  
 5 shall collect and remit such taxes as provided by Law, including the County Ordinance  
 6 (and in applying such County Ordinance, FGI is "a person who by agreement with PSA is  
 7 obligated to collect the tax") and by any agreement with King County or the State of  
 8 Washington. Any failure of FGI to collect and remit such taxes as required by Law or  
 9 any Admissions Tax and Parking Tax collection agreement with King County or the State  
 10 of Washington, which failure is material and remains uncured, shall constitute an Event  
 11 of Default under this Lease.

18.2 Ticket Surcharge.

18.2.1 In accordance with Section 13.2.3.2 of the Development  
 14 Agreement and Section 19.3 of this Lease, PSA hereby imposes and FGI hereby consents  
 15 to and agrees to pay, a Ticket Surcharge. The Ticket Surcharge of this Section 18.2 is the  
 16 exclusive surcharge on tickets for events at the Project contemplated by Section 19.3 of  
 17 this Lease and Section 13.2.3.2 of the Development Agreement. FGI agrees to this  
 18 limited and exclusive exercise of PSA's authority under Section 105(5) of the Act. PSA  
 19 shall not impose any other fees, charges, surcharges or taxes pursuant to Section 105(5)  
 20 of the Act or Section 13.2.3.2 of the Development Agreement or Section 19.3 of this  
 21 Lease without FGI's prior consent which may or may not be given in FGI's sole  
 22 discretion.

18.2.2 FGI shall collect, remit, and report to the State Treasurer  
 24 (notwithstanding anything in the Development Agreement or Lease to the contrary) the  
 25 Ticket Surcharge substantially in the manner, and subject to substantially the terms  
 26 (including without limitation record retention, late charges, and provisions for delinquent  
 27 payments or underpayments), as those applicable to FGI's collection, remittance, and  
 28 reporting of the Admissions Tax under Section 18.1 by the County Ordinance.  
 29 Notwithstanding the foregoing, the amount of the Ticket Surcharge shall not be printed  
 30 on tickets. For the purposes of applying this clause and Section 18.3.2 below, the rights

1 of the County or State under the County Ordinance shall be considered corresponding  
 2 rights of PSA and the State Treasurer herein (and either PSA or the State Treasurer may  
 3 exercise such rights). PSA and FGI may mutually agree upon different methods of  
 4 collection, remittance and reporting of Ticket Surcharges if they determine them to be  
 5 simpler or more efficient. FGI shall remit the Ticket Surcharge and Rent by separate  
 6 checks. FGI shall provide to PSA written evidence of payment of the Ticket Surcharge to  
 7 the State Treasurer at the same time FGI makes each such payment to the State Treasurer.  
 8 The Ticket Surcharge shall be computed as a percentage of charges for admission to  
 9 events computed in exactly the same manner and on the identical revenue base as the  
 10 Admissions Tax on the Project levied by King County pursuant to the authority of  
 11 Section 301(5) of the Act, codified as RCW 36.38.010(5).

12                   18.2.3 The Ticket Surcharge percentage rate shall be one and two-tenths  
 13 percent (1.2%). The Ticket Surcharge shall commence effective upon the effective date  
 14 that the County's Admission Tax is reduced to a rate, whereby such tax rate plus 1.2%  
 15 does not exceed the "maximum permissible admissions tax rate" as defined in Section  
 16 13.2.3.3 of the Development Agreement ("Maximum Total Rate"); provided, however,  
 17 that: (a) in the event of an NFL player strike or lockout which materially reduces the  
 18 number of Team Regular Season or Playoff Home Games played in the Stadium, or  
 19 damage or destruction materially reduces the number of events held at the Project, and if  
 20 the sum of the Ticket Surcharge and the Admissions Tax then being imposed is less than  
 21 the Maximum Total Rate, then the Parties shall, with approval of the State, negotiate a  
 22 reasonable temporary adjustment to the Ticket Surcharge percentage rate (up to a  
 23 maximum rate equal to the amount by which the Maximum Total Rate exceeds the actual  
 24 rate of Admissions Tax then being imposed) to compensate for the estimated lost Ticket  
 25 Surcharge for such reduced Home Games and/or events, but only to the extent reasonably  
 26 necessary to enable PSA to raise the Maximum Aggregate Amount contemplated by  
 27 Section 18.2.4, including projected future interest and earnings; and (b) such Ticket  
 28 Surcharge rate is always subject to reduction to a lesser rate (or, with the agreement of  
 29 FGI, to increase to a greater rate) as may be determined by the State Treasurer consistent  
 30 with Section 8.13 of the Lease, Protection of Tax-Exempt Bonds; and (c) PSA may

increase the Ticket Surcharge, to a percentage rate greater than one and two-tenths percent (1.2%), but not greater than a rate (when combined with the Admissions Tax rate) that would exceed the Maximum Total Rate, if PSA reasonably determines that projected revenues and earnings necessary to fund the Deferred Sales Tax Funds (defined in the Development Agreement) at any particular time are likely to be less than those previously projected as necessary to accrue sufficient Deferred Sales Tax Funds to timely repay the Deferred Sales Tax, but only to the extent reasonably necessary to enable PSA to raise the Maximum Aggregate Amount contemplated by Section 18.2.4, including projected future interest and earnings. In the event of the enactment of any Law which would make a subsequent imposition of any Ticket Surcharge, or increase of the rate of any Ticket Surcharge, illegal in the absence of the agreement of any person or persons other than the parties to this Lease, then the parties to this Lease shall in good faith negotiate an amendment to this Lease to achieve the intended outcome of this Section 18.2 while being fully consistent with such Law.

18.2.4 The Ticket Surcharge is intended to enable PSA to collect sufficient funds (including the aggregate proceeds of the Ticket Surcharge itself and the projected interest and other earnings accrued thereon) for, and may be utilized solely for the purpose of, enabling PSA to meet its obligations under Section 13.3 of the Development Agreement, up to the Maximum Aggregate Amount. The "Maximum Aggregate Amount" of the Ticket Surcharge, and interest and earnings thereon, shall be equal to the amount by which (x) the lesser of the actual Deferred Sales Tax or \$37,000,000; exceeds (y) the amount of Deferred Sales Tax Funds (other than Ticket Surcharge proceeds) deposited pursuant to Section 13.2.3.1 of the Development Agreement and the MOU, and the interest earned on such funds. PSA shall timely perform all of its obligations under the Lease, the Development Agreement and the provisions of the MOU under the captions "Payments for Deferred Sales Taxes" and "PSA Obligation to Repay Expenditures in Excess of \$300 Million Expenditure Limit." When, based on the reasonable projections, the amount of aggregate Ticket Surcharges theretofore collected and remitted, together with actual and projected future interest and earnings, equals or exceeds 95% of the total Ticket Surcharges and interest and earnings

thereon projected to be required under this Section 18.2, then FGI's obligation to collect and remit additional Ticket Surcharges shall cease, subject to the following sentence. At the time for the last installment payment by PSA of the Deferred Sales Taxes, FGI shall remit to PSA such amount as may be required (together with other remaining Deferred Sales Tax Funds) to timely pay in full the remaining Deferred Sales Taxes, up to the Maximum Aggregate Amount described in this Section 18.2.4, plus any additional amount required from FGI under Section 13.2.2 of the Development Agreement. Any disagreement between PSA and FGI as to when PSA has received sufficient Ticket Surcharge funds is subject to Dispute Resolution.

18.2.5 PSA shall cause the State Treasurer to establish an interest-bearing account (or to invest in interest-bearing instruments) for such Ticket Surcharge proceeds to accumulate funds to pay the amount of the Deferred Sales Taxes, which account will be a different account than the account described in Section 13.2.3.1 of the Development Agreement.

18.2.6. The Ticket Surcharge collected with respect to admissions in respect of Exhibition Hall Events is included in both "Exhibition Hall Revenues" and "Exhibition Hall Expenses."

18.3 Audit Rights.

18.3.1. As provided in Section 17.2 of the Development Agreement, FGI shall have the right to audit the applicable records of PSA to determine if PSA is in compliance with its obligations under Section 18.2 of the Lease and to determine when the Ticket Surcharge should terminate.

18.3.2 PSA shall have the same rights regarding auditing of records relating to Ticket Surcharges as the audit rights of the County and the State Treasurer relating to Admission Taxes pursuant to the County Ordinance and the statutes referenced therein. PSA may rely on, and participate in, any such audit performed by or for State Treasurer, or may perform its own audit. FGI shall fully cooperate with any such audit.

2. Other Terms Ratified.

2. All other terms and conditions of the Lease are hereby ratified and affirmed.

3. Inconsistencies in Development Agreement.

2 To the extent any provision of Section 13.2 of the Development Agreement is  
3 inconsistent with the provisions of Section 18 of the Lease, the language in the Lease shall  
4 control.

5  
6 IN WITNESS WHEREOF, this Second Amendment has been executed by the  
7 Parties as of the dates set forth below.

8 PSA: WASHINGTON STATE PUBLIC STADIUM  
9 AUTHORITY, a public corporation of the State of  
10 Washington

11  
12 By: Lorraine Hine  
13

14 Lorraine Hine, Chair of the Board

15 FGI: FIRST & GOAL INC., a Washington corporation

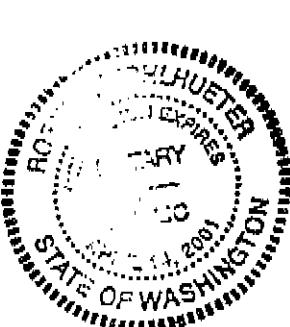
16  
17 By: Robert J. Whitsitt  
18

19 Robert J. Whitsitt, President

20

1 STATE OF WASHINGTON )  
 2 ) ss.  
 3 COUNTY OF KING )  
 4

5 I certify that I know or have satisfactory evidence that LORRAINE HINE is the person  
 6 who appeared before me, and said person acknowledged that said person signed this instrument,  
 7 on oath stated that said person was authorized to execute the instrument and acknowledged it as  
 8 the Chair of the Board of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a  
 9 public corporation of the State of Washington, to be the free and voluntary act of such  
 10 corporation for the uses and purposes mentioned in the instrument.



11  
 12 Dated this 17th day of September, 1999.  
 13  
 14

Robin M. Workheller  
 (Signature of Notary)  
Robin M. Workheller  
 (Legibly Print or Stamp Name of Notary)  
 Notary public in and for the State of Washington,  
 residing at King County  
 My appointment expires 414-01

25 STATE OF WASHINGTON )  
 26 ) ss.  
 27 COUNTY OF KING )  
 28

29 I certify that I know or have satisfactory evidence that ROBERT J. WHITSITT is the  
 30 person who appeared before me, and said person acknowledged that said person signed this  
 31 instrument, on oath stated that said person was authorized to execute the instrument and  
 32 acknowledged it as the President of FIRST & GOAL INC., a Washington corporation, to be the  
 33 free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.  
 34

35 Dated this 17th day of September, 1999.  
 36  
 37

Charlotte J. Kores  
 (Signature of Notary)  
Charlotte J. Kores  
 (Legibly Print or Stamp Name of Notary)  
 Notary public in and for the State of Washington,  
 residing at Penton  
 My appointment expires May 19, 2003

LL0144007  
REC'D 14/02  
NOCT 6/29/9

Res/15

---

THIRD AMENDMENT  
to  
MASTER LEASE  
between  
WASHINGTON STATE PUBLIC STADIUM AUTHORITY,  
a public corporation of the State of Washington  
and  
FIRST & GOAL INC.,  
a Washington corporation  
Dated: September 28, 2000

---

**THIRD AMENDMENT TO MASTER LEASE**

EFFECTIVE DATE: September 28, 2000

BETWEEN: WASHINGTON STATE PUBLIC STADIUM AUTHORITY,  
a Washington State public corporation  
401 Second Avenue South, Suite 520  
Seattle, WA 98104 ("PSA")

AND: FIRST & GOAL INC.,  
a Washington corporation  
110-110th Avenue N.E., Suite 550  
Bellevue, WA 98004 ("FGI")

This is the Third Amendment to the Master Lease between PSA and FGI (the "Lease"). All defined terms used in this Third Amendment shall have the same meaning as in the Lease unless otherwise separately defined in this Third Amendment.

1. The First Amendment to the Master Lease dated November 24, 1998 is hereby deleted.
2. Section 11.1.3 of the Master Lease is modified as follows:

The first sentence of Section 11.1.3 is deleted in its entirety and replaced with the following:

"FGI shall submit to PSA, for PSA's review and approval, a plan for the Normal Maintenance activities to be conducted at the Premises by FGI for a given Lease Year (the "Annual Maintenance Plan"). The Annual Maintenance Plan for the Exhibition Hall shall be submitted by June 1, 2001 and by June 1 of each Lease Year thereafter. The first Annual Maintenance Plan for the Stadium and Other Improvements shall be submitted by October 31, 2003 and thereafter by June 1 of each Lease Year thereafter."

3. Section 11.1.4 of the Master Lease is modified as follows:

The first sentence of Section 11.1.4 is deleted in its entirety and replaced with the following:

"FGI shall submit to PSA, for PSA's review and approval, a new or updated plan of scheduled work to be performed upon the Premises during the ensuing five-year period in order to meet FGI's obligations under Section 11.3 for Major Maintenance and under Section 11.1.2.2 for certain modifications, capital improvements and upgrading, as well as FGI's rights under Section 11.4 for Modernization Improvements (a 'Five-Year Plan'). The Five-Year Plan for the Exhibition Hall shall be submitted by March 1, 2001 and by March 1 of each Lease Year thereafter. The first Five-Year Plan for the Stadium and Other Improvements shall be submitted by October 31, 2003, and thereafter by March 1 of each Lease Year thereafter."

4. No Further Modification.

The Lease remains in full force and effect and unmodified except by the Second Amendment and this Third Amendment.

IN WITNESS WHEREOF, this Third Amendment has been executed by the Parties to be effective on the date first set forth above.

PSA:

WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a public corporation of the State of Washington

By: Lorraine Hine  
Lorraine Hine, Chair of the Board

FGI:

FIRST & GOAL INC., a Washington corporation

By: Robert J. Whitsitt  
Robert J. Whitsitt, President

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that **LORRAINE HINE** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chair of the Board of the **WASHINGTON STATE PUBLIC STADIUM AUTHORITY**, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 28<sup>th</sup> day of September, 2000.



Robin M. Warkhauer

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at Kerry County WA

My appointment expires 4-14-01

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that **ROBERT J. WHITSITT** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of **FIRST & GOAL INC.**, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 3 day of November, 2000.

Charlotte J. Kores

(Signature of Notary)

Charlotte J. Kores

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Renton

My appointment expires May 19, 2003

LL 014-041  
F 1402  
D (074)

---

**FOURTH AMENDMENT**  
to  
**MASTER LEASE**  
between  
**WASHINGTON STATE PUBLIC STADIUM AUTHORITY,**  
a public corporation of the State of Washington  
and  
**FIRST & GOAL INC.,**  
a Washington corporation  
Dated: November 1, 2001

---

#### FOURTH AMENDMENT TO MASTER LEASE

EFFECTIVE DATE: November 1, 2001

BETWEEN: WASHINGTON STATE PUBLIC STADIUM AUTHORITY,  
a Washington State public corporation  
401 Second Avenue South, Suite 520  
Seattle, WA 98104 ("PSA")

AND: FIRST & GOAL INC.,  
a Washington corporation  
505 Fifth Avenue South, Suite 900  
Seattle, WA 98104 ("FGI")

This is the Fourth Amendment to the Master Lease between PSA and FGI (the "Lease"). All defined terms used in this Fourth Amendment shall have the same meaning as in the Lease unless otherwise separately defined in this Fourth Amendment.

1. Section 11.1.3 of the Master Lease, as amended, is modified as follows:

1.1 The second sentence of Section 11.1.3 is deleted in its entirety and replaced with the following:

"The Annual Maintenance Plan for the Exhibition Center and Parking Facility shall be submitted by June 1, 2001 and by August 1 of each Lease Year thereafter."

1.2 The third sentence of Section 11.1.3 is deleted in its entirety and replaced with the following:

"The first Annual Maintenance Plan for the Stadium and Other Improvements shall be submitted by August 1, 2003 and by August 1 of each Lease Year thereafter."

1.3 The fourth sentence of Section 11.1.3 is deleted and replaced with the following:

"PSA shall have ninety (90) days from FGI's submission to review and approve, conditionally approve, or disapprove the Annual Maintenance Plan."

2. Section 11.1.4 of the Master Lease, as amended, is modified as follows:

The fifth sentence of Section 11.1.4 is deleted in its entirety and replaced with the following:

"PSA shall have sixty (60) days from FGI's submission to review and approve, conditionally approve, or disapprove each Five-Year Plan."

3. Section 11.1.5 of the Master Lease, as amended, is revised by adding the following after the first sentence of Section 11.1.5:

"PSA shall have ninety (90) days to review and comment on each annual maintenance report."

4. No Further Modification.

The Lease remains in full force and effect and unmodified except by the Second Amendment, the Third Amendment and this Fourth Amendment.

IN WITNESS WHEREOF, this Fourth Amendment has been executed by the Parties to be effective on the date first set forth above.

PSA:

WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a public corporation of the State of Washington

By:

*Lorraine Hine*  
Lorraine Hine, Chair of the Board

FGI:

FIRST & GOAL INC., a Washington corporation

By:

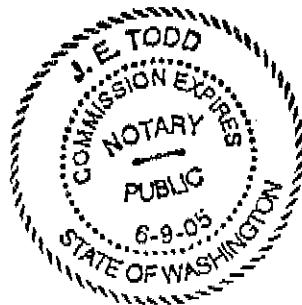


Robert J. Whitsitt, President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **LORRAINE HINE** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the *Chair of the Board of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY*, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 25<sup>th</sup> day of October, 2001.



Jeffrey  
(Signature of Name)

J. E. Todd

(Legible Print or Stamped Name of Notary)

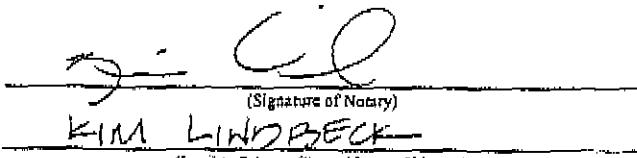
Notary public in and for the State of Washington,  
residing at Botrell, WA.

My appointment expires 6-9-05

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **ROBERT J. WHITSITT** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of **FIRST & GOAL INC.**, a Washington Corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 15 day of NOVEMBER, 2001.



(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at EDMONDS, WA

My appointment expires 3/15/04

LL 014-007  
F 1402  
D 10710

---

FIFTH AMENDMENT

to

MASTER LEASE

between

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a public corporation of the State of Washington

and

FIRST & GOAL INC.,

a Washington corporation

Dated: October 25, 2001

---

FIFTH AMENDMENT TO MASTER LEASE

2

3      EFFECTIVE DATE: October 25, 2001

4. BETWEEN: WASHINGTON STATE PUBLIC STADIUM AUTHORITY,  
5 a Washington State public corporation  
6 401 Second Avenue South, Suite 520  
7 Seattle, WA 98104 ("PSA")  
  
8 AND: FIRST & GOAL INC.,  
9 a Washington corporation  
10 505 Fifth Avenue South, Suite 900  
11 Seattle, WA 98104 ("FGI")

12 This is the Fifth Amendment to the Master Lease between PSA and FGI (the "Lease").  
13 All defined terms used in this Fifth Amendment shall have the same meaning as in the Lease  
14 unless otherwise separately defined in this Fifth Amendment.

16           1. Field Surface. A new Section 7A entitled FIELD PLAYING SURFACE is added  
17 between the end of existing Section 7 and the beginning of existing Section 8, as follows:

18

**“SECTION 7A** **FIELD PLAYING SURFACE**

20

### 7A.1 Field Surface.

21

7A.1.1 Initial Installation. FGI is authorized to install and maintain an artificial turf, known as FieldTurf™ ("FieldTurf"), as the playing surface in the Stadium (the "Field Surface"). FieldTurf shall not have indelible lines, yardage markers, hash marks, end zones, field logos or similar indicators, and all such indicators shall be removable. The design specifications for the FieldTurf, including, but not limited to, its sub-base, drainage and installation, are hereby approved to the extent they are consistent with the FieldTurf manufacturer's specifications. To the extent the design specifications are not consistent with the FieldTurf manufacturer's specifications, however, they shall be subject to the prior approval of the PSA in its sole discretion. FGI agrees to defend and indemnify PSA from any claim or liability on account of or arising out of the performance characteristic of the FieldTurf Field Surface known as "GMAX." Except as provided in the preceding sentence, the Project Design Documents and Construction Documents for the Stadium, as described in the Development

Agreement, are hereby deemed amended to reflect a FieldTurf Field Surface, and are hereby approved by the PSA.

7A.1.2 Replacement. If after installation of the FieldTurf, FGI elects to change the Field Surface to another type of artificial surface or natural grass, such change shall constitute Major Maintenance or Modernization.

#### 7A.2 Olympic Games and/or World Cup Soccer

FGI acknowledges that FieldTurf is not currently approved for Olympic Games soccer by the International Olympic Committee and is not currently approved for the final round of World Cup Soccer by the Federation Internationale de Football Association ("FIFA"). If the Olympic Games are awarded to Seattle and Olympic Games soccer games are venued at the Stadium or in the event that the final round of World Cup Soccer games are venued at the Stadium, and at that time the regulatory body for whichever of the above competitions is occurring requires a natural grass playing field for soccer games, then FGI shall overlay the Field Surface with a temporary natural grass playing surface that meets the then current requirements of the applicable regulatory body. The cost of complying with the requirements of this Section shall be paid by FGI, but such cost is not an allowed cost of preparing, operating, and restoring the Project for purposes of Section 6.3 or Major Maintenance or Modernization. If there is any uncertainty over whether or not the International Olympic Committee or FIFA will allow its respective competitions to be played on the Field Surface, such uncertainty shall be resolved based on a letter signed by the applicable regulatory authority specifically identifying the approved playing surface.

### 7A.3 National Teams Soccer.

If required to attract and host a match involving either the United States Men's or Women's National Team or United States Men's or Women's Olympic Team, in either a World Cup qualifying match, Olympics qualifying match, or a "friendly" (exhibition) international exhibition match, FGI shall overlay the Field Surface with a temporary natural grass playing surface that meets the then current requirements of the applicable regulatory authority at FGI's sole expense, so long as the applicable regulatory authority allows the match on an overlay of natural grass. Compliance with this Section is not Major Maintenance or Modernization. This obligation shall be limited to one match per Lease Year. If in a given Lease Year, a match described above has not used the Stadium as its venue, then FGI's obligation under this Section shall nonetheless be satisfied for that Lease Year, and such obligation shall not cumulate or carry over to a future Lease Year.

1           7A.4 International Exhibition Soccer.  
2  
3  
4  
5  
6  
7  
8  
9

If required to attract and host "First Division" or above international professional soccer matches (games), FGI shall overlay the Field Surface with a temporary natural grass playing surface that meets the then current requirements of the applicable regulatory authority, except as limited in the following paragraph, so long as the applicable regulatory authority allows the match on an overlay of natural grass. Compliance with this Section is not Major Maintenance or Modernization.

This obligation shall be limited to three (3) matches per Lease Year when the Field Surface is not accepted for play by either of the competing teams in the specific match. If in a given Lease Year, less than three (3) matches described above use the Stadium as a venue, then FGI's obligation under this Section shall nonetheless be satisfied for that Lease Year, and such obligation shall not cumulate or carry over to a future Lease Year. FGI's compliance with the requirements of this Section 7A.4 shall be at FGI's sole cost and expense, except that if the match has paid attendance of fewer than 40,000, FGI may charge the promoter for some or all of the cost of compliance with the requirements of this Section. For purposes of this Section, attendees that occupy club seats, luxury suites, or season ticket holders, who do not pay a separate charge for attendance at the match, but rather receive tickets for the match as part of their annual payment for attending Events at the Stadium, shall be counted as paid attendance. In order to effectuate this provision, FGI may require the promoter of the match to post reasonable security to pay the estimated cost of FGI's compliance with this Section, and that Security shall either be returned to the promoter or, if the promoter does not promptly pay to FGI the estimated cost of FGI's compliance with this Section, then such security shall be delivered to FGI following the match, depending on whether the actual paid attendance is at least 40,000 or not, all on specific terms and conditions to be more fully developed in the Use Agreement with the promoter.

32  
33           7A.5 Major League Soccer.  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

If Major League Soccer ("MLS") establishes a soccer team with Seattle as its home city, FGI would enter into a long term use agreement which allows that soccer team to use the Stadium as its home field, upon commercially reasonable rates and terms. If at that time, MLS requires a natural grass playing surface, and if MLS has not sanctioned regular season games in another venue on other than a natural grass surface, then FGI will remove the artificial Field Surface and replace it with a natural grass Field Surface that conforms to the then current requirements of both the NFL and the MLS; provided, however, that no permanent installation will be made of a Field Surface prohibited by the NFL. The cost of initially replacing the Field Surface with natural grass shall be paid by FGI as its sole cost. Compliance with this Section is not Major Maintenance or Modernization, except

1 as provided in Section 7A.8 below. If there is any uncertainty regarding the Field  
 2 Surface requirements of MLS, this shall be resolved by reliance on a letter signed  
 3 by MLS specifically identifying the approved playing surface. If at any time  
 4 following installation of a natural grass Field Surface, MLS no longer requires a  
 5 natural grass playing surface, or has sanctioned regular season games in another  
 6 venue on other than a natural grass surface, FGI may, subject to Section 7A.1.2,  
 7 remove the natural grass Field Surface and replace it with a Field Surface of other  
 8 than natural grass, the cost of which shall be deemed to be Major Maintenance or  
 9 Modernization.

10

11

12 **7A.6 Amateur Events**

13 FGI shall provide reasonable opportunities to qualifying high school, youth and  
 14 recreational athletic groups to use the Stadium for athletic events ("Youth  
 15 Events"). However, no such Youth Event shall interfere with FGI's scheduled  
 16 commercial events or with dates then on "hold" for FGI's commercial events,  
 17 which occur at the Stadium (including FGI's reasonable pre-event and post-event  
 18 activities such as preparation, set-up and take-down). When Youth Events occur  
 19 at the Stadium, FGI shall charge only its Direct Costs. FGI's "Direct Costs" for  
 20 purposes of this paragraph are those incremental costs and expenses incurred by  
 21 FGI solely due to holding the Youth Event at the Stadium, but not costs that FGI  
 22 would have incurred anyway had the Youth Event not been held at the Stadium.  
 23 This Section shall apply only while the Stadium Field Surface is not natural grass.

24

25 **7A.7 Certain Common Terms.**

26

27 For purposes of Section 7A.3 and .4 above:

28

29 "If required to attract and host the event" shall mean that whether the Field  
 30 Surface is FieldTurf or overlaid natural grass is, in good faith, the decisive factor  
 31 in determining whether such event shall be held at the Stadium. In other words,  
 32 the Field Surface is the only remaining issue in determining whether a promoter  
 33 of the event will enter into a Stadium Use Agreement, upon commercially  
 34 reasonable rates and terms, such that the event will be held at the Stadium if the  
 35 Field Surface is overlaid with natural grass but the event will not be held at the  
 36 Stadium if the Field Surface is not overlaid with natural grass. For purposes of  
 37 the foregoing provision, "commercially reasonable rates and terms" shall have its  
 38 common meaning; provided, however, that FGI may recover from the promoter  
 39 the costs that FGI would have reasonably incurred in preparing a natural grass  
 40 field for hosting the subject event. By "hosting," it is meant only that the Stadium  
 41 will be the venue at which the event will be held; FGI shall not be required or  
 42 expected to act as an event promoter, or to otherwise contribute economically to  
 43 hosting an event in any manner whatsoever.

#### 7A.8 Major Maintenance or Modernization, Cost of Preparing Field Surface.

If FGI permanently replaces the Field Surface with natural grass, such replacement will be deemed Major Maintenance and/or Modernization to the extent the Field Surface needs replacement anyway by reason of its age or condition. (If at the time of such replacement, the Field Surface would not be due for replacement by reason of remaining useful life, a pro rata portion of the replacement shall be deemed Major Maintenance and/or Modernization.)"

10        2.     Integration.    All matters related to the Field Surface, including any and all  
11    negotiations, discussions, correspondence, promises, and agreements relating thereto prior to the  
12    date hereof, are fully integrated into this Amendment.

13  
14       3.     No Further Modification.   The Lease remains in full force and effect and  
15 unmodified except by the First Amendment, Second Amendment, Third Amendment, Fourth  
16 Amendment, and this Fifth Amendment.

17  
18 IN WITNESS WHEREOF, this Fifth Amendment has been executed by the  
19 Parties to be effective on the date first set forth above.

20 PSA: WASHINGTON STATE PUBLIC STADIUM  
21 AUTHORITY, a public corporation of the State of  
22 Washington

By: Lorraine Hine  
Lorraine Hine, Chair of the Board

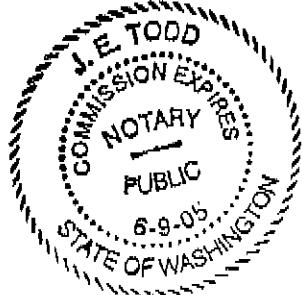
FGI: FIRST & GOAL INC., a Washington corporation

By: Robert J. Whitsitt  
Robert J. Whitsitt, President

1 STATE OF WASHINGTON )  
 2 ) ss.  
 3 COUNTY OF KING )  
 4

5 I certify that I know or have satisfactory evidence that LORRAINE HINE is the  
 6 person who appeared before me, and said person acknowledged that said person signed this  
 7 instrument, on oath stated that said person was authorized to execute the instrument and  
 8 acknowledged it as the Chair of the Board of the WASHINGTON STATE PUBLIC  
 9 STADIUM AUTHORITY, a public corporation of the State of Washington, to be the free and  
 10 voluntary act of such corporation for the uses and purposes mentioned in the instrument.

11 Dated this 25<sup>th</sup> day of October, 2001.



J. E. Todd  
 (Signature of Notary)  
J. E. Todd  
 (Legibly Print or Stamp Name of Notary)  
 Notary public in and for the State of Washington,  
 residing at Bothell, WA  
 My appointment expires 6-9-05

22 STATE OF WASHINGTON )  
 23 ) ss.  
 24 COUNTY OF KING )  
 25

26 I certify that I know or have satisfactory evidence that ROBERT J. WHITSITT  
 27 is the person who appeared before me, and said person acknowledged that said person signed this  
 28 instrument, on oath stated that said person was authorized to execute the instrument and  
 29 acknowledged it as the President of FIRST & GOAL INC., a Washington corporation, to be the  
 30 free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

31 Dated this 1<sup>st</sup> day of October, 2001.

K - 60  
 (Signature of Notary)  
KIM LINDBECK  
 (Legibly Print or Stamp Name of Notary)  
 Notary public in and for the State of Washington,  
 residing at EDMONDS, WA  
 My appointment expires 3/15/04

---

SIXTH AMENDMENT  
to  
MASTER LEASE  
between  
WASHINGTON STATE PUBLIC STADIUM AUTHORITY,  
a public corporation of the State of Washington  
and  
FIRST & GOAL INC.,  
a Washington corporation  
Dated: November 20, 2003

---

**SIXTH AMENDMENT TO MASTER LEASE**

EFFECTIVE DATE: November 20, 2003

BETWEEN: WASHINGTON STATE PUBLIC STADIUM AUTHORITY,  
a Washington State public corporation  
800 Occidental Ave So #700  
Seattle, WA 98134 ("PSA")

AND: FIRST & GOAL INC.,  
a Washington corporation  
800 Occidental Ave So #200  
Seattle, WA 98134 ("FGI")

This is the Sixth Amendment to the Master Lease between PSA and FGI (the "Lease").

All defined terms used in this Sixth Amendment shall have the same meaning as in the Lease unless otherwise separately defined in this Sixth Amendment.

1. Section 5.7.1.1 of the Master Lease is amended by adding the following sentence at the end of Section 5.7.1.1:

"The L/C Reserve may be suspended and reinstated from time to time by PSA, in its sole discretion, pursuant to Section 5.7.4."

2. Section 5.7.4 of the Master Lease is deleted in its entirety and replaced with the following:

**5.7.4 L/C Reserve**

5.7.4.1 At any time during any Lease Year, PSA may give FGI written notice requiring that FGI provide PSA with a standby letter of credit in the amount of the L/C Reserve (the "Reserve Letter of Credit"). FGI agrees to provide the Reserve Letter of Credit within thirty (30) days of receipt of PSA's written notice. The Reserve Letter of Credit will have a term ending on that last day of the then Lease Year or such shorter period of time as may be specified in PSA's notice to FGI requiring the procurement of a Reserve Letter of Credit. The Reserve Letter of Credit shall be issued by a financial institution reasonably acceptable to PSA, and may be drawn upon by PSA upon presentation of a "sight draft" in a reasonable, mutually agreed form.

5.7.4.2 To the extent PSA draws against the Reserve Letter of Credit in any Lease Year, then the amount of credit available to PSA under that Reserve Letter of Credit shall be reduced by such amount(s) drawn.. If PSA holds a Reserve Letter of Credit and has given FGI notice under Section 5.7.4.1 requiring a subsequent Reserve Letter of Credit, then PSA may draw on the existing Reserve Letter of Credit if FGI has not provided the replacement Reserve Letter of Credit when required by Section 5.7.4.1.

5.7.4.3 All out-of-pocket costs (excluding the cost of FGI's employees' time) associated with the Reserve Letter of Credit, including, without limitation, all service charges, shall be paid by FGI but shall be reimbursed to FGI by PSA, and FGI shall invoice PSA for such costs (supported by reasonable documentation of the costs) within thirty (30) days of the issuance of the Reserve Letter of Credit. PSA shall pay the invoiced amount within thirty (30) days of receipt of FGI's invoice, and if PSA does not do so, the unpaid amount shall bear interest pursuant to Section 26.25 and shall be subject to a late charge in the amount set forth in Section 5.4.2. In addition, after such 30 day period, all such invoiced amount, plus accrued interest and late charges, which remain unpaid by PSA may be applied as a credit against any Rents payable hereunder by FGI, and the credit will satisfy PSA's payment obligation when and to the extent so applied. The amounts paid by PSA pursuant to this Section 5.7.4.3 are Reasonable PSA Operating Expenses.

5.7.4.4 The amount of the Rent Letter of Credit described in Section 21.5 shall not affect the amount of the Reserve Letter of Credit."

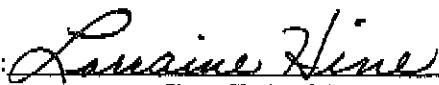
3. No Further Modification.

The Lease remains in full force and effect and unmodified except by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and this Sixth Amendment.

IN WITNESS WHEREOF, this Sixth Amendment has been executed by the Parties to be effective on the date first set forth above.

PSA:

WASHINGTON STATE PUBLIC STADIUM  
AUTHORITY, a public corporation of the State of  
Washington

By:   
Lorraine Hine, Chair of the Board

FGI:

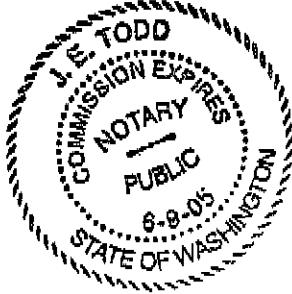
FIRST & GOAL INC., a Washington corporation

By:   
Tod Leiweke, CEO

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **LORRAINE HINE** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chair of the Board of the **WASHINGTON STATE PUBLIC STADIUM AUTHORITY**, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 20<sup>th</sup> day of December, 2003.



J.E. Todd  
(Signature of Notary)

J.E. Todd

(Legibly Print or Stamp Name of Notary)

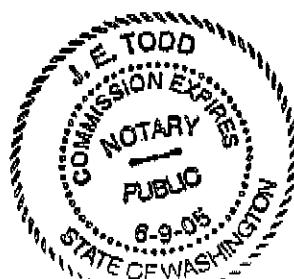
Notary public in and for the State of Washington, residing at Bothell, WA.

My appointment expires 6-9-05

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **TOD LEIWEKE** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of **FIRST & GOAL INC.**, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 22<sup>nd</sup> day of December, 2003.



J.E. Todd  
(Signature of Notary)

J.E. Todd

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at Bothell, WA.

My appointment expires 6-9-05



---

**SEVENTH AMENDMENT**  
to  
**MASTER LEASE**  
**between**  
**WASHINGTON STATE PUBLIC STADIUM AUTHORITY,**  
**a public corporation of the State of Washington**  
**and**  
**FIRST & GOAL INC.,**  
**a Washington corporation**  
**Dated: July 22, 2004**

---

## SEVENTH AMENDMENT TO MASTER LEASE

3 EFFECTIVE DATE: July 22, 2004

10 AND: FIRST & GOAL INC.,  
11 a Washington corporation  
12 800 Occidental Ave. S., #200  
13 Seattle, WA 98134 ("FGI")

14 This is the Seventh Amendment to the Master Lease between PSA and FGI (the "Lease").  
15 All defined terms used in this Seventh Amendment shall have the same meaning as in the Lease  
16 unless otherwise separately defined in this Seventh Amendment.

17 1. Conformity of Due Dates.

18 In order that both the Annual Exhibition Center Operating Expense Budget and  
19 the Annual Maintenance Plan shall be due on the same date, Section 6.1.3 and a portion of  
20 Section 11.1.3 are hereby amended to read:

### 6.1.3. Annual Exhibition Center Operating Expense Budget

22 At least thirty (30) days prior to the beginning of each Lease Year, FGI  
23 shall submit to PSA its budget for Exhibition Center operations for that Lease Year, for PSA's  
24 review and comment.

### 11.1.3 Annual Maintenance Plan

26 All prior amendments to Section 11.1.3 are deleted and superseded by this  
27 Seventh Amendment. Section 11.1.3, in its entirety, shall read as follows:

1                   “At least thirty (30) days prior to each Lease Year, FGI shall  
2 submit to PSA, for PSA’s review and approval, a plan for the  
3 Normal Maintenance activities to be conducted at the Premises by  
4 FGI during that Lease Year (the “Annual Maintenance Plan”).  
5 PSA shall have ninety (90) days from FGI’s submission to review  
6 and approve, conditionally approve or disapprove the Annual  
7 Maintenance Plan. Any subsequent changes in the Annual  
8 Maintenance Plan shall be approved under the same procedure as  
9 for the initial approval of an Annual Maintenance Plan. FGI shall  
10 perform Normal Maintenance substantially in accordance with the  
11 PSA-approved Annual Maintenance Plan unless FGI has a  
12 reasonable justification not to do so.”

13

14 2. Notices. The addresses for purposes of notice under section 26.17 are:

15

If to PSA: WASHINGTON STATE PUBLIC STADIUM  
AUTHORITY  
Qwest Field & Events Center  
800 Occidental Ave. S. #700  
Seattle, WA 98134  
Attn: Ms. Ann Kawasaki Romero, Executive D  
Fax No.: 206-381-7949  
Confirmation No.: 206-381-7940

24  
25  
26  
27  
28  
29

with a copy to: BALL JANIK LLP  
101 SW Main Street, Suite 1100  
Portland, OR 97204  
Attn: Stephen T. Janik  
Fax No.: 503-295-1058  
Confirmation No.: 503-228-2525

30  
31  
32  
33  
34  
35  
36  
37

If to FGI: FIRST & GOAL INC.  
Qwest Field & Events Center  
800 Occidental Ave. S. # 200  
Seattle, WA 98134  
Attn: Mr. Lance Lopes, General Counsel  
Fax No.: 206-381-7557  
Confirmation No.: 206-381-7835

1 with a copy to: Foster Pepper & Shefelman PLLC  
2 1111 Third Avenue, Suite 3400  
3 Seattle, Washington 98101  
4 Attn: Allen D. Israel  
5 Fax No.: 206-749-1957  
6 Confirmation No.: 206-447-8911  
7

8 3. No Further Modification. The Lease remains in full force and effect and  
9 unmodified except by the First Amendment, Second Amendment, Third Amendment, Fourth  
10 Amendment, Fifth Amendment, Sixth Amendment and this Seventh Amendment.

11  
12 IN WITNESS WHEREOF, this Seventh Amendment has been executed by the  
13 Parties to be effective on the date first set forth above.

14 PSA: WASHINGTON STATE PUBLIC STADIUM  
15 AUTHORITY, a public corporation of the State of  
16 Washington  
17  
18  
19  
20  
21

By   
Frederick Mendoza, Vice Chair of the Board

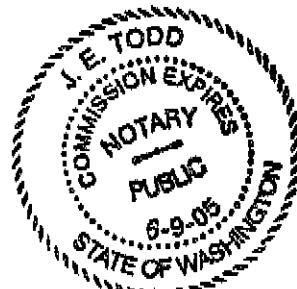
22 FGI: FIRST & GOAL INC., a Washington corporation  
23  
24  
25  
26  
27

By   
Tod Leiweke, President

1 STATE OF WASHINGTON )  
 2 ) ss.  
 3 COUNTY OF KING )  
 4

5 I certify that I know or have satisfactory evidence that **FREDERICK**  
 6 **MENDOZA** is the person who appeared before me, and said person acknowledged that said  
 7 person signed this instrument, on oath stated that said person was authorized to execute the  
 8 instrument and acknowledged it as the Vice-Chair of the Board of the **WASHINGTON STATE**  
 9 **PUBLIC STADIUM AUTHORITY**, a public corporation of the State of Washington, to be the  
 10 free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

11 Dated this 22<sup>nd</sup> day of July, 2004.



*J. E. Todd*

(Signature of Notary)

*J. E. Todd*

(Legibly Print or Stamp Name of Notary)

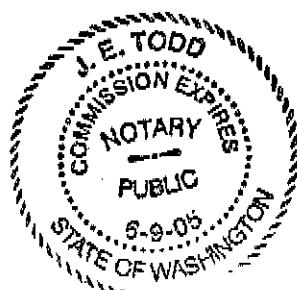
Notary public in and for the State of Washington,  
 residing at Sammamish, WA

My appointment expires 6-9-05

26 STATE OF WASHINGTON )  
 27 ) ss.  
 28 COUNTY OF KING )  
 29

30 I certify that I know or have satisfactory evidence that **TOD LEIWEKE** is the  
 31 person who appeared before me, and said person acknowledged that said person signed this  
 32 instrument, on oath stated that said person was authorized to execute the instrument and  
 33 acknowledged it as the President of **FIRST & GOAL INC.**, a Washington corporation, to be the  
 34 free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

35 Dated this 23<sup>rd</sup> day of July, 2004.



*J. E. Todd*

(Signature of Notary)

*J. E. Todd*

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
 residing at Sammamish, WA

My appointment expires 6-9-05



---

**EIGHTH AMENDMENT**  
to  
**MASTER LEASE**  
between  
**WASHINGTON STATE PUBLIC STADIUM AUTHORITY,**  
a public corporation of the State of Washington  
and  
**FIRST & GOAL INC.,**  
a Washington corporation  
Dated: November 17, 2005

---

## EIGHTH AMENDMENT TO MASTER LEASE

3 EFFECTIVE DATE: November 17, 2005

4 BETWEEN: WASHINGTON STATE PUBLIC STADIUM AUTHORITY,  
5 a Washington State public corporation  
6 800 Occidental Ave. S., #700  
7 Seattle, WA 98134 ("PSA")

9 AND: FIRST & GOAL INC.,  
10 a Washington corporation  
11 800 Occidental Ave. S., # 200  
12 Seattle, WA 98134 ("FGI")

13        This is the Eighth Amendment to the Master Lease between PSA and FGI (the "Lease").  
14      All defined terms used in this Eighth Amendment shall have the same meaning as in the Lease  
15      unless otherwise separately defined in this Eighth Amendment.

16        1. Annual Exhibition Center Operating Expense Budget. Section 6.1.3 as amended  
17      in the Seventh Amendment to the Master Lease dated July 22, 2004 (the "Seventh Amendment")  
18      is hereby further amended to read in its entirety as follows:

### 6.1.3 Annual Exhibition Center Operating Expenses Budget

At least thirty (30) days prior to the beginning of each FGI Fiscal Year, FGI shall submit to PSA its budget for Exhibition Center operations for that FGI Fiscal Year, for PSA's review and comment. "FGI Fiscal Year" shall initially be the 12 month period ending March 31 of each year, subject to FGI giving notice of change to PSA as provided herein. For the one-time period commencing January 1, 2006 and concluding March 31, 2006, FGI shall submit to the PSA its budget for the Exhibition Center operations for that period, for the PSA's review and comment, no later than December 31, 2005.

28 2. Reporting Period. Section 6.1.5 is hereby amended to read in its entirety as follows:

### 6.1.5 Reporting Period

1 FGI shall submit to PSA, on or before the forty-fifth (45th) day of each  
2 calendar quarter for the immediately preceding calendar quarter, a written statement  
3 signed by FGI, and certified by its chief financial officer to be true and correct, showing  
4 in detail the amount of Exhibition Hall Revenues, Exhibition Hall Expenses, and  
5 Exhibition Hall Net Profits, as of the end of the preceding calendar quarter. In addition to  
6 FGI's quarterly report of Exhibition Hall Net Profits, FGI shall submit to PSA an annual  
7 audited report of Exhibition Hall Revenues, Exhibition Hall Expenses, and Exhibition  
8 Hall Net Profits for the immediately preceding FGI Fiscal Year, not later than seven (7)  
9 months following the end of each Lease Year. Each such report shall be certified as  
10 accurate by the chief financial officer of FGI and each such annual report and final report  
11 shall be accompanied by a certificate of an independent certified public accountant  
12 reasonably satisfactory to PSA that such report has been prepared in accordance with  
13 generally accepted accounting principles ("GAAP") consistently applied except as so  
14 noted and accurately states the Exhibition Hall Revenues, Exhibition Hall Expenses, and  
15 Exhibition Hall Net Profits for the period of such report. The format and detail of the  
16 above reports shall be subject to the approval of PSA.

17 3. Annual Reporting on Operations. Section 8.9 is hereby amended to read in its entirety  
18 as follows:

## 8.9 Annual Reporting on Operations

20 FGI shall submit to PSA for public disclosure not later than seven (7)  
21 months following the end of each Lease Year an audited profit and loss financial  
22 statement for FGI's operations of the Project for the immediately preceding FGI Fiscal  
23 Year. This statement shall be certified as accurate by the chief financial officer of FGI  
24 and shall be accompanied by a certificate of an independent certified public accountant  
25 reasonably satisfactory to PSA that such statement has been prepared in accordance with  
26 GAAP, except as so noted, and accurately states the profits and losses of FGI for the  
27 period of such statement. The format and detail of the statement of profits and losses  
28 shall be subject to the approval of PSA.

29 4. Annual Maintenance Plan, Section 11.1.3 as amended in the Seventh

1 Amendment is hereby further amended to read in its entirety as follows:

2                   11.1.3 Annual Maintenance Plan

3                   At least thirty (30) days prior to each FGI Fiscal Year, FGI shall submit to  
 4 PSA, for PSA's review and approval, a plan for the Normal Maintenance activities to be  
 5 conducted at the Premises by FGI during that FGI Fiscal Year (the "Annual Maintenance  
 6 Plan"). PSA shall have one hundred twenty (120) days from FGI's submission to review  
 7 and approve, conditionally approve or disapprove the Annual Maintenance Plan. Any  
 8 subsequent changes in the Annual Maintenance Plan shall be approved under the same  
 9 procedure as for the initial approval of an Annual Maintenance Plan. FGI shall perform  
 10 Normal Maintenance substantially in accordance with the PSA approved Annual  
 11 Maintenance Plan unless FGI has a reasonable justification not to do so.

12               5. Five-Year Major Maintenance and Modernization Plan. Section 11.1.4 as  
 13 amended in the Fourth Amendment to the Master Lease dated November 1, 2001 is hereby  
 14 further amended to read in its entirety as follows:

15                   11.1.4 Five-Year Major Maintenance and Modernization Plan

16                   FGI shall submit to PSA, for PSA's review and approval, a new or  
 17 updated plan of scheduled work to be performed upon the Premises during the next five  
 18 FGI Fiscal Years in order to meet FGI's obligations under Section 11.1.2.2 for certain  
 19 modifications, capital improvements and upgrading, as well as FGI's rights under Section  
 20 11.4 for Modernization Improvements (a 'Five-Year Plan'). The Five-Year Plan for the  
 21 Exhibition Hall shall be submitted by March 1 of each Lease Year. The Five-Year Plan  
 22 for the Stadium and Other Improvements shall be submitted by March 1 of each Lease  
 23 Year. A Five-Year Plan may be broken down into Major Repair and Modernization  
 24 Improvement sections. PSA shall have ninety (90) days from FGI's submission to review  
 25 and approve, conditionally approve, or disapprove each Five-Year Plan. Any subsequent  
 26 changes in a Five-Year Plan shall be approved under the same procedure as for the initial  
 27 Five-Year Plan. FGI shall perform Major Maintenance and Modernization each year

1 substantially in accordance with the PSA approved Five-Year Plan, as that Five-Year  
2 Plan may be revised from year to year, unless FGI has a reasonable justification not to do  
3 so.

4           6.       Annual Maintenance Report. Section 11.1.5 as amended in the Fourth  
5 Amendment to the Master Lease dated November 1, 2001 is hereby further amended to read in  
6 its entirety as follows:

### 11.1.5 Annual Maintenance Report

13        7.        No Further Modification.        The Lease remains in full force and effect and  
14 unmodified except by the First Amendment, Second Amendment, Third Amendment, Fourth  
15 Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and this Eighth  
16 Amendment.

17 IN WITNESS WHEREOF, this Eighth Amendment has been executed by the  
18 Parties to be effective on the date first set forth above.

19 PSA: WASHINGTON STATE PUBLIC STADIUM  
20 AUTHORITY, a public corporation of the State of  
21 Washington

By: Lorraine Hine  
Lorraine Hine, Chair of the Board

27

28

1 FGI:  
2  
3  
4  
5  
6

FIRST & GOAL INC., a Washington corporation

By: 

Tod Leiweke, CEO

1 STATE OF WASHINGTON )  
 2 ) ss.  
 3 COUNTY OF KING )  
 4

5 I certify that I know or have satisfactory evidence that **LORRAINE HINE** is the  
 6 person who appeared before me, and said person acknowledged that said person signed this  
 7 instrument, on oath stated that said person was authorized to execute the instrument and  
 8 acknowledged it as the Chair of the Board of the **WASHINGTON STATE PUBLIC**  
 9 **STADIUM AUTHORITY**, a public corporation of the State of Washington, to be the free and  
 10 voluntary act of such corporation for the uses and purposes mentioned in the instrument.

11 Dated this 17<sup>th</sup> day of November, 2005.



25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

*Jodene E. Todd*  
 (Signature of Notary)  
*Jodene E. Todd*  
 (Legibly Print or Stamp Name of Notary)  
 Notary public in and for the State of Washington,  
 residing at Hill Creek, WA  
 My appointment expires 10/9/09

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

I certify that I know or have satisfactory evidence that **TOD LEIWEKE** is the  
 person who appeared before me, and said person acknowledged that said person signed this  
 instrument, on oath stated that said person was authorized to execute the instrument and  
 acknowledged it as the Chief Executive Officer of **FIRST & GOAL INC.**, a Washington  
 corporation, to be the free and voluntary act of such corporation for the uses and purposes  
 mentioned in the instrument.

Dated this 8<sup>th</sup> DECEMBER day of November, 2005.

*Kim Lindbeck*  
 (Signature of Notary)  
*Kim Lindbeck*  
 (Legibly Print or Stamp Name of Notary)  
 Notary public in and for the State of Washington,  
 residing at EDMONDS, WA,  
 My appointment expires 3/15/08



---

**NINTH AMENDMENT**  
to  
**MASTER LEASE**  
between  
**WASHINGTON STATE PUBLIC STADIUM AUTHORITY,**  
a public corporation of the State of Washington  
and  
**FIRST & GOAL INC.,**  
a Washington corporation  
Dated: February 23, 2006

---

## NINTH AMENDMENT TO MASTER LEASE

3      EFFECTIVE DATE: February 23, 2006

9 AND: FIRST & GOAL INC.,  
10 a Washington corporation  
11 800 Occidental Ave. S., #200  
12 Seattle, WA 98134 ("FGI")

13 This is the Ninth Amendment to the Master Lease between PSA and FGI dated  
14 November 24, 1998 (the "Lease"). All defined terms used in this Ninth Amendment shall have  
15 the same meaning as in the Lease unless otherwise separately defined in this Ninth Amendment.

16       1. Tobacco Sponsor Advertising. The last sentence of Section 9.2 of the Lease is  
17 hereby deleted in its entirety and replaced with the following:

18 "No advertising of any form at the Premises will contain a promotion of  
19 tobacco products, except for: (i) point of sale advertising to the extent not  
20 prohibited by Laws and (ii) Permitted Sponsor Advertising. "Permitted  
21 Sponsor Advertising" shall be strictly limited to advertising which: (a) is  
22 displayed during a national or international touring event not involving the  
23 Team (the "Touring Event"); (b) is displayed at all of the other venues in  
24 which the Touring Event takes place; (c) is required to be displayed at the  
25 Touring Event pursuant to a written agreement between a company  
26 sponsoring all or part of the Touring Event and the promoter of the  
27 Touring Event; (d) is visible only within the interior (and not exterior) of  
28 the Stadium, Exhibition Hall, and/or other areas within the Premises which  
29 are specifically designated for use solely by the Touring Event; (e) does  
30 not violate any Laws or any of the prohibitions of that certain Master  
31 Settlement Agreement made by and among various parties, including 46  
32 states of the United States of America and various tobacco companies,  
33 executed on November 23, 1998, as amended (the "MSA"); and (f) does  
34 not promote any specific tobacco product or contain any symbols or  
35 characters associated with any tobacco product, provided that it may  
36 contain the name of the tobacco company or the Brand Name (as that term  
37 is defined in Section II(i) of the MSA) sponsoring all or part of the  
38 Touring Event."

1           2. No Further Modification. The Lease remains in full force and effect and  
2 unmodified except by the First Amendment, Second Amendment, Third Amendment, Fourth  
3 Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment,  
4 and this Ninth Amendment.

5

6           IN WITNESS WHEREOF, this Ninth Amendment has been executed by the  
7 Parties to be effective on the date first set forth above.

8           PSA:

WASHINGTON STATE PUBLIC STADIUM  
AUTHORITY, a public corporation of the State of  
Washington

11

12

13

14

15

By: Lorraine Hinc  
Lorraine Hinc, Chair of the Board

16

17

18

19

20

21

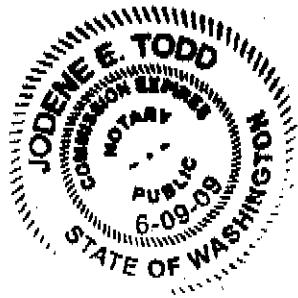
F&G:

FIRST & GOAL INC., a Washington corporation

By:

  
Tod Leiweke, President

1 STATE OF WASHINGTON )

2 ) ss.  
3 COUNTY OF KING )4  
5 I certify that I know or have satisfactory evidence that **LORRAINE HINE** is the  
6 person who appeared before me, and said person acknowledged that said person signed this  
7 instrument, on oath stated that said person was authorized to execute the instrument and  
8 acknowledged it as the Chair of the Board of the **WASHINGTON STATE PUBLIC**  
9 **STADIUM AUTHORITY**, a public corporation of the State of Washington, to be the free and  
10 voluntary act of such corporation for the uses and purposes mentioned in the instrument.11 Dated this 23<sup>rd</sup> day of February, 2006.

Jodee E. Todd  
(Signature of Notary)

Jodee E. Todd

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Mill Creek, WA

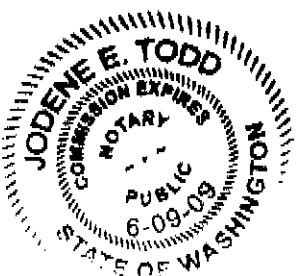
My appointment expires 6/9/09

22 STATE OF WASHINGTON )

23 ) ss.

24 COUNTY OF KING )

25

26 I certify that I know or have satisfactory evidence that **TOD LEIWEKE** is the  
27 person who appeared before me, and said person acknowledged that said person signed this  
28 instrument, on oath stated that said person was authorized to execute the instrument and  
29 acknowledged it as the President of **FIRST & GOAL INC.**, a Washington corporation, to be the  
30 free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.31 Dated this 28<sup>th</sup> day of February, 2006.

Jodee E. Todd  
(Signature of Notary)

Jodee E. Todd

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Mill Creek, WA

My appointment expires 6/9/09